COSTS—NEW COUNTY COURT RULES p. 1004

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The Solicitors' Journal

VOL. LXXX. **Saturday, December 19, 1936.** No. 51

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Current Topics.

Demise of the Crown.

It will have been noticed by those curious in such matters that in the Act giving effect to King Edward's abdication it has been considered prudent to insert a clause stating in terms that by what has occurred there has been "a demise of the Crown." Strictly, these words would appear to be otiose, for, although in popular speech the phrase "demise of the Crown" denotes, and denotes only, the death of the Sovereign, the word "demise" in this connection cannot be thus limited but extends to cover any transference or devolution of sovereignty. Writing of the flight of James the Second and its consequences, Evelyn said that the King "had by demise abdicated himself and wholly vacated his right." For the removal of doubt, however, it was well to make it clear that by the abdication of the throne by his late Majesty there has been a demise of the Crown. That being so, the provision of the Demise of the Crown Act, 1901, which provides that "the holding of any office under the Crown . . . shall not be affected, nor shall any fresh appointment thereto be rendered necessary, by the demise of the Crown" comes into operation. It follows, therefore, that neither the oath of allegiance nor the judicial oath requires to be taken by those holding office, although, as a matter of personal tribute to the new Sovereign, those oaths may be taken. In 1910, the then Home Secretary, in a communication to justices of the peace, informed them that they could lawfully execute the duties of their office without taking any fresh oath, but he went on to say that "it is proper and desirable that they should embrace an early opportunity of taking afresh the oath of allegiance and the judicial oath." It is thus a matter for the individual holder of office to decide whether he will take these oaths afresh as a matter of courtesy.

The Central Discharged Prisoners' Aid Society.

The annual report for 1936 of the Central Discharged Prisoners' Aid Society, of 56/8, Whitcomb Street, London, W.C.2, contains some informative matter relative to its work, with the general character of which many of our readers will be familiar. During 1935 the Society, the report indicates, dealt with a greater number of what are classed as "difficult" cases than in any year of its existence. These were received from various local Discharged Prisoners' Aid Societies. It was found necessary to work very intensively on such problems, and the conviction is recorded that the efforts of the Society have been justified, and that the gratitude of those it has helped has been expressed in loyal and faithful service to the generous-hearted employers who gave those discharged persons their opportunities. There were 165 of such cases, drawn from the occupations of, *inter alia*, auctioneer, schoolmaster, bank manager, secretary, solicitor, surveyor. Of the foregoing, seven are recorded as having been "assisted," and seventeen as having found work and been assisted, while work was found and assistance provided in 141 cases. There were, in addition, 329 cases, not classed as difficult, of which some three-quarters were received from judges, members of Parliament, Government Departments, the Police, local Discharged Prisoners' Aid Societies and other persons and bodies, the remainder being personal applications. Only five of these cases are reported as "unworthy, re-arrested or refused aid offered." For the rest, it may be briefly noted that 107 were sent to charitable agencies for assistance, eighty-nine are within the description "new work, assisted with lodgings, tools, fares, food, etc.," while in the other cases after-care was arranged or reports were made to local Aid Societies, public bodies or private persons. Much progress is recorded as having been made during the year with which the report deals by the local societies, especially in the all-important matter of finding employment for those who come before their notice, and a list of these societies with the names and addresses of their correspondents is given. We may conclude this short notice by quoting the following words of the Home Secretary at a recent meeting held in aid of the Society: "It is a piece of social justice that all should do what they can to help [the discharged prisoner] recover his position when he comes out. He finds himself without employment, and possibly faced with the loss of friends, and certainly with a terrible loss of reputation and position, especially in the case of a man who has not been in prison before . . . Approximately 38,000 people are committed to prison annually, and 18,000 of this number have not been in prison before. Over three-quarters of these first offenders do not return to prison. I think that, all things considered, this is remarkable, and I am certain that the figures would not be what they are if it were not for the work that is done by the Discharged Prisoners' Aid Society."

Road Safety: A New Signal.

MANY readers must occasionally have deprecated the absence of a recognised signal to draw the attention of motorists to such matters as luggage observed to be working loose, a wheel exhibiting signs of becoming detached, a door swinging open unknown to the driver, a rear light which has failed, and such like. *The Times* recently indicated that in order to meet this need the Automobile Association, after consulting the Ministry of Transport, has suggested that certain experimental signals should be given in such cases. Holding the forearm vertically with the palm to the rear, fingers and thumb being close together, and bending the hand horizontally to the rear is suggested for attracting the attention of a driver who has been overtaken, or, when driving an internally illuminated saloon, switching the inside light off and on three times in rapid succession. Switching headlights on and off (whether after dark or during daylight) is suggested as a suitable method of attracting the attention of the driver of a car in front. With the means themselves we are not concerned, but we endorse the opinions expressed by the association that the horn should not be used for the purpose in view, while the advantage of recognised signals in cases such as those envisaged is sufficiently obvious provided there is due recognition on the part of the driver receiving the signal of its possible abuse.

Railway Freight Rebates: A Judgment and Legislation.

ON 3rd December the Railway Freight Rebates Bill was read a third time in the House of Commons and committed to a committee of the whole House. The Minister of Transport, moving the second reading, referred to the decision of the House of Lords in the Southern Railway rating case, *Railway Assessment Authority* v. *Southern Railway Co.: London County Council and Others* v. *The Same*, 80 SOL. J. 223, in which it was held that the valuation of that company for local rates should have been very considerably less than the sum on which the company had been paying since 1931, and he indicated that the necessity for the Bill arose from that judgment. Following on that decision, he said, the rating authorities and the railway companies voluntarily agreed that the liabilities of the latter in respect of rates should be reduced retrospectively and prospectively. As three-quarters of the assessments of the railway companies to rates were payable into a rebates fund, and thence disbursed in relief of the carriage charges on selected tariffs, the net results of the judgment and the agreements were that the fund was in a debt to the railway companies for £9,750,000, and that its revenue for the present quinquennium would be contracted. The railway companies had, he intimated, agreed to refrain from claiming interest in respect of the past on the said sum, and the Railway Clearing House, which administered the scheme, was to borrow on the security of the fund the amount required to discharge the fund's liability to the railway companies. There was in hand an accumulated balance of £1,000,000, so that stock would be issued to produce £8,750,000. It was estimated that on the new basis the future annual income of the fund would be £2,300,000 instead of £4,000,000. Continuing, the Minister said that the industries which benefited from rebates had been consulted, and coal and agriculture had agreed as to how the amount available should be distributed. The remaining selected tariffs would temporarily forego their claims and, fully understanding the altered circumstances, they had not pressed objection. That super-concentration was to be in force for seven years and could be extended, if the situation justified it, until 1952. The Bill passed through Committee and was read a third time in the House of Commons on last Monday week.

The Public Order Bill: House of Lords.

THE Public Order Bill passed the Second Reading stage in the House of Lords last Friday week but not without a good deal of criticism even on the part of those who supported it. The MARQUESS OF DUFFERIN AND AVA, Lord in Waiting, who moved the Second Reading, insisted that the Bill was not an emergency measure which was being rushed through for the purpose of avoiding revolution. The situation, he said, might possibly get worse, and it was desirable at this moment to take it early and to crush it before it became at all important. LORD SNELL regarded it as a calamity that it was necessary to introduce the Bill at all. He had of necessity to support the Second Reading because crude racial war and drilled military conduct of political meetings were not liberty, as they had understood it, but licence. The speaker recorded however, his reluctance to entrust to any government the supervision of political meetings and expressed a preference for the risk of the open, spoken, if injudicious word, to the security obtained through espionage, the introduction of which into modern political life might, it was thought, be a result of the measure. Its language, the same speaker remarked, would require to receive the most careful consideration. This point was emphasised by LORD ATKIN who drew attention to the importance of the terms of the Bill being carefully scrutinised to see that they did not go too far in imposing restrictions upon persons associating for political purposes to express themselves. Under the provisions of the Bill a person who managed a branch of an organisation and who used injudicious words or did injudicious things could make the managers at headquarters liable for what he said or did. This, it was stated, was the same kind of difficulty as that which faced trade unions before the Trade Union Act was passed, and it was suggested that the foregoing provision might require some amendment. Subject to the offences being so carefully defined that there should be no doubt of whether a person had committed an offence or not, LORD ATKIN said he most heartily supported the Bill.

Further Amendments.

THE Committee stage was taken in the House of Lords last Tuesday and the Bill, as amended therein, was reported to the House. An amendment to cl. 1 enables the High Court to direct an inquiry and report to be made concerning any property held by or for an association, in addition to other matters, where an association appears to be acting on contravention of the provisions of this clause. The proviso to cl. 2, relating to stewards at public meetings, already mentioned in these pages, now appears in a revised form to the effect that nothing in the aforesaid clause shall be construed as prohibiting the employment of a reasonable number of persons as stewards to assist in the preservation of order at any public meeting held upon private premises, or the making of arrangements for that purpose or the instruction of the persons to be so employed in their lawful duties as such stewards or their being furnished with badges or other distinguishing signs. The essential difference in the proviso between its new and old forms is the substitution of the term "employment" for "organisation," the object of the amendment being, as the MARQUESS OF DUFFERIN AND AVA explained, to meet a fear which had been expressed that a standing army of trained stewards might be organised and taken from place to place. Before leaving the subject of the Bill attention may be drawn to a statement made by LORD WRIGHT in the course of the debate involving a point of special interest to members of the legal profession. The learned Master of the Rolls said that it would be unwise to attempt any definition of the word "uniform." The danger of people sailing as near the wind as possible, if the word were not defined, would be accentuated if there were any detailed definition, for there would be a warning to these people of what to avoid. One of the greatest difficulties for those who had to interpret Acts of Parliament arose out of too much elaboration and definition. An amendment to substitute for part of the wording of cl. 1 words making it an offence to wear any distinctive dress or insignia signifying membership of or adherence to any association prohibited under cl. 2 would, it was intimated, have the effect of throwing a great burden

on the prosecution, who would not move a step until they had established the character of the organisation concerned. Moreover, the word "insignia" seemed to be very obscure, infinitely more so than the word "uniform." The amendment was defeated.

Rural Housing.

A MEMORANDUM which was submitted recently by the National Union of Agricultural Workers to the rural housing sub-committee of the Central Housing Advisory Committee urged that post-war building has not kept pace with the needs of rural areas and that there was an acute scarcity of cottages. It was estimated that not more than 20,000 post-war cottages were occupied by farm workers while 3,000,000 houses had been erected during the period in question. It was alleged that, while rural slums were prevalent, complaints from the tenants had been dangerous because of the risk of eviction. Moreover, as additional cottages could not be built except with Government assistance, subsidies must be restored. It was thought that, generally speaking, the new council cottages were a great advance on the old cottages, but there were complaints that many of them were too small. The Ministry of Health, it was stated, had exerted a pressure in this direction which was indefensible. It was urged that there should be parlour cottages in every scheme, that the councils should be allowed more latitude in plan preparation than at present, and that cottages should be built in pairs rather than in rows and each house should be entirely shut off from its neighbour.

Housing (Rural Workers) Acts: New Circular.

THE Minister of Health has recently sent to the local authorities concerned a circular (No. 1583: H.M. Stationery Office, price 1d.), in which attention is drawn to the opportunities which the Housing (Rural Workers) Acts, 1926 and 1931, provide for the improvement of rural housing, reference being made to a memorandum sent some fifteen months ago, which pointed out the increased facilities in this direction provided by the Housing Act, 1935. A sub-committee set up by the Central Housing Advisory Committee to consider generally the housing problem in rural areas has drawn up and submitted to the Minister a report, a copy of which has been sent with the above-mentioned circular. The suggestions made in this report (H.M. Stationery Office, price 6d.) will, the Minister thinks, be of considerable assistance to local authorities in the administration of the Acts, and he concurs in the views expressed that these Acts constitute a most useful supplement to the other powers possessed by local authorities. The modernisation of soundly built old cottages, the preservation of beautiful and interesting examples of traditional country architecture, slum clearance and the relief of overcrowding by suitable reconstruction and enlargement are among the advantages which are cited as being securable by a proper utilisation of the provisions of the Acts of which not all authorities appear to have taken equal advantage.

The Overhanging Branch.

READERS' attention may be briefly drawn to a recent decision of Judge TUDOR REES at the Willesden County Court, where the plaintiffs claimed, unsuccessfully, for damage alleged to have been caused by the top of the defendant's tree falling upon their garage roof. Branches of the tree, as both parties were aware, overhung the garage, but the defendant did not know, nor could he by the exercise of reasonable care and diligence have discovered, that the tree or its branches had any defect. The learned county court judge declined to accede to the proposition that an overhanging branch is, by reason only of its overhanging, an actionable nuisance and guided himself by the three conditions laid down by ROWLATT, J., in *Noble* v. *Harrison* [1926] 2 K.B. 332, a case in which it was held that an owner of a tree overhanging the highway was not liable for damage to the plaintiff's vehicle caused by it suddenly breaking. The conditions posited were: (1) Did the defendant cause the mischief complained of? (2) Did he allow it to arise by the neglect of some duty? (3) If, when it had arisen without his own act or default, did he omit to remedy it within a reasonable time after he became, or ought to have become aware of it? In the case now being described those questions were answered in the negative with the result already indicated. The case was reported in *The Times* of 9th December.

Committee on Coroners: Prospects of Legislation.

IN answer to a question what steps he proposed to take to implement the recommendations of the Departmental Committee on Coroners (which were dealt with in an article in our issue of the 15th February last) the Home Secretary recently stated in the House of Commons that legislation would be required to give effect to the principal recommendations of the Committee, and in view of the heavy legislative programme which had already been announced, it would not appear that there was likely to be an opportunity for dealing with this matter in the present session.

Recent Decisions.

IN *Peters and Another* v. *Willment Bros.* (*The Times*, 12th December), an injunction was granted by LUXMOORE, J., on motion of the plaintiffs to restrain the defendants their workmen, servants and agents, until judgment or further order, from using pneumatic drills or compressors or other noisy tools, machinery or methods in their work of excavation at the Adelphi, to such an extent or so frequently as to cause a nuisance by noise to the plaintiffs; liberty, however, being granted to the defendants to work with pneumatic drills (not exceeding 2 inches in diameter) between three stated periods amounting in all to four hours out of the twenty-four. The injunction thus granted by order on motion was continued, with certain further limitations, on application to the court last Tuesday (*The Times*, 16th December).

In *Tolhurst* v. *Webster* (p. 1015 of this issue), an appeal by one who had been convicted by magistrates of disregarding, by passing in a car at walking pace, a "Halt at major road ahead" sign was dismissed. The court negatived the argument that the term "halt" on the sign should be construed in light of an old English meaning of the word—to walk hesitatingly or to limp.

In *Robert Addie and Sons Collieries Ltd.* v. *McCracken* (*The Times*, 9th December) the House of Lords dismissed an appeal from the Second Division of the Court of Session in Scotland, which upheld a decision by the Sheriff-Substitute of Lanarkshire to the effect that under s. 9 (4) of the Workmen's Compensation Act, 1925, as substituted by s. 1 (1) of the Workmen's Compensation Act, 1931, the respondent, a miner, was entitled to be paid compensation as for total incapacity. It was found as a fact that the respondent was not incapable of becoming an ordinary workman of average capacity in some well-known branch of the labour market; that, having so far recovered from the injury as to be fit for employment of a certain kind (his leg had to be amputated 9 inches below the knee), he had failed to obtain employment; and that it was probable that, but for the continuing effects of his injury, he would have been able to obtain work in the same grade in the same class of employment as before the accident.

In *Liverpool Corporation* v. *Lancashire County Council* (p. 1012 of this issue), the Court of Appeal upheld a decision of LUXMOORE, J. (80 SOL. J. 345), to the effect that an Order of 1891 made by the Commissioners under the Local Government Act, 1888, did not after 1st April, 1930, remain binding on the parties with respect to the distribution of the proceeds of local taxation licences still leviable by them, and that (the existing adjustment having become inequitable) a new financial adjustment, which ought to be made in the manner prescribed by s. 85 of the Local Government Act, 1929, was necessary in respect of such proceeds.

Costs.

NEW COUNTY COURT RULES—(*continued*).

BEFORE we turn to the scales of costs set out in the new rules, there are one or two further points arising out of the rules themselves to which we must give consideration. In the first place, one is struck with the fact that there appears to be no replica in the new rules of Ord. 53, r. 8 (2), of the existing rules.

This latter rule, it will be remembered, provides that the registrar may increase the fees set out in columns B and C of the scale at his discretion, and this is so notwithstanding that a particular fee in these scales might be expressed to be a maximum. No such provision giving the registrar discretion is made in Ord. 47 of the new rules, which is the particular section dealing with costs, nor, for that matter, in any other order or rule, and the effect of this would appear to be that the scale will have to be applied strictly, and the registrar will be unable to exercise his discretion beyond the scope of the scales themselves.

Whether this is the effect that was intended by the draftsman is, of course, a question upon which we can express no opinion, but it will have a very serious effect on the *quantum* of solicitors' charges for county court work. It is a well-known fact that the work entailed in fighting an action in the county courts is often no less than the work entailed in fighting a similar action in the High Court, and the solicitor is bound to perform this work with a similar degree of skill and diligence, yet the remuneration to which he will be entitled hereafter in the county court will be vastly different from the remuneration that he obtains in the High Court.

We may now consider the matter of county court costs in respect of Admiralty cases. Rule 112 of Ord. 39 of the present rules, it will be remembered, provides that in Admiralty actions, where the amount recovered, or, in the case of a defendant, the amount claimed, does not exceed £20, the costs shall be allowed under column B, unless the judge otherwise orders.

Turning now to the order under the new rules dealing with costs, namely, Ord. 47, we find that r. 6 provides, subject to certain exceptions with which we are not immediately concerned, that the scale of costs in any action for the recovery of a sum of money only shall be determined—

(*a*) as regards the costs of the plaintiff, by the amount recovered ;

(*b*) as regards the costs of the defendant, by the amount claimed ;

(*c*) as regards the costs payable to a third party, by the amount claimed against him ; and

(*d*) as regards the costs payable by a third party, by the amount recovered against him.

The rule then goes on to state that it shall not apply, *inter alia*, to Admiralty actions. One, therefore, has to turn elsewhere for guidance in determining the principles that govern the scale upon which the costs of Admiralty actions are to be compiled, and this guidance is to be found in r. 15, which provides that in any proceedings to which r. 6 does not apply, the judge may award costs on such scale as he thinks fit.

Now, one can foresee several difficulties arising out of these provisions. We have, in the first place, the case where an action goes to trial. Seemingly, the judge will have to be asked upon what scale the costs of the successful party are to be awarded, if he omits to state this clearly, for it is quite evident that one cannot turn to the rules for guidance, after the case is concluded. The only rule that lays down the general principles upon which costs are to be regulated, namely, r. 6 of Ord. 47, is expressly excluded when dealing with Admiralty cases.

If, therefore, for some reason, the judge is not asked to give directions at the hearing, and the parties are unable to agree amongst themselves the proper scale of costs to apply, then they will apparently have to go back to the judge for directions.

Similarly, in the case of an action that is compromised, the parties must henceforth take pains to ensure that the agreement of settlement sets out with precision the scale of costs to be applied in making up the bill of the successful party, for unless the scale is so stated there is nothing in the shape of assistance to be obtained from the rules.

Finally, it seems that there will be nothing to prevent the judge, in a proper case, from awarding costs under Scale A. It is true that at the present time, under the existing rules, the judge is entitled to award costs under that scale, notwithstanding the popular belief that where the amount recovered or claimed does not exceed £20, Scale B shall apply, for, it will be noticed that although r. 112, *supra*, does make that provision, it is qualified by the concluding sentence, namely, " unless otherwise ordered by the judge." It is most unusual, however, for the judge to order costs to be taxed under Scale A in Admiralty actions.

So far we have treated the matter only from the point of view of party and party costs, but, as we have stated in our former article, the scales under the new rules will seemingly apply as well between solicitor and client as between party and party. The question then arises as to the proper scale upon which the costs of the solicitor to the unsuccessful party are to be compiled, or the costs of the solicitors to either party in a case that is compromised on the terms that each party shall bear its own costs.

There would be some justification, in a case where one party is to pay the opposite party's costs, for the solicitor of the unsuccessful litigant to prepare his bill on the same scale as that awarded to the successful party. But in a case that is compromised without provision as to costs, it seems that the only thing to do will be to follow the present custom of looking to the amount claimed or recovered as the guiding factor. This, however, can only prove a temporary expedient, and it certainly appears to have no statutory force or authority.

The remaining points must be left for consideration in our next article.

The Right of Attendance at Church

ALTHOUGH English law is jealous to protect the rights of the individual, it is chary in its recognition of any general rights. Most laymen would probably assume, in so far as they ever gave a thought to the matter, that at the least every member of the Church of England had a right to attend Divine Service at any church where this was publicly celebrated. The decision of the Divisional Court in *Cole* v. *Police Constable* 443A [1936] W.N. 287 ; 80 SOL. J. 855, emphasised the fact that no such general right exists, and decided a curious question as to the exact position of Westminster Abbey.

The decision in *Taylor* v. *Timson* (1888), 20 Q.B.D. 671, made it clear a parishioner has a right to attend at his own parish church. In that case, a churchwarden had excluded a boy from a reformatory who desired to attend a service at the church of the parish in which he was living, and Mr. Justice Stephen held that the boy had a right to attend, and that the mere fact that there might not be sufficient seating accommodation did not entitle the churchwarden to exclude him.

In *Cole* v. *Police Constable* 443A, *supra*, the appellant had formerly held a permit from the Dean and Chapter of Westminster Abbey to act as a guide to the Abbey, but in 1932 the renewal of this permit had been refused, and the Dean had given instructions that the appellant was to be excluded from the Abbey. On 12th December, 1935, the appellant was in the Abbey during Divine Service, and was wearing a badge bearing the words " Cole's Sightseeing Tours, Guide." Police Constable 443A took part in ejecting him without unnecessary

violence. There was no misconduct by the appellant on that day before his ejectment. The appellant preferred an information charging Police Constable 443A with having assaulted him, and, the magistrate having dismissed the information, the appellant brought this appeal by case stated. It was argued on behalf of the appellant that any member of the public had the right to go to a church to attend Divine Service, so long as he was guilty of no misconduct.

The case raised two distinct questions of law : first, whether there was any general right for any person to attend at any church other than his parish church ; secondly, whether any such right existed in respect of Westminster Abbey, which is a Royal Peculiar. A Royal Peculiar is a church or chapel which is exempt from the visitation of the customary ordinary, and is visitable only by the Crown.

The Lord Chief Justice based his judgment chiefly upon the facts, holding in effect that the appellant was not present for the purpose of attending Divine Service, and that therefore the general questions of law which had been raised were quite irrelevant. His lordship added, however, that he was satisfied that the Abbey was a Royal Peculiar, and that the Dean was entitled to exclude the appellant.

Mr. Justice du Parcq and Mr. Justice Goddard agreed in the result, that the appeal must be dismissed, upon different grounds. They both took the view that the orders to exclude the appellant, given by the Dean, were perfectly general, and that the case raised the question of law as to whether the appellant was entitled to attend Divine Service in the Abbey, or the Dean was entitled to exclude him. Both the learned judges were of the opinion that the appellant had not been excluded because he was wearing a badge, and that the action of the constable could only be justified if it could be shown that the Dean had a general right to exclude the appellant at will. The judgments contain an interesting discussion of this point.

On behalf of the appellant it had been argued that, since there was under the Act of Uniformity, 1551, a duty to attend public worship, there must be a corresponding right to attend. The duty is to endeavour to resort to the parish church or chapel accustomed, or upon reasonable let thereof to some usual place where common prayer shall be used, upon every Sunday and holy day.

Mr. Justice du Parcq took the view that the right might be limited to the worshipper's parish church, or might extend to attendance at some other convenient church, if attendance at the parish church was impossible. He pointed out, however, that the day in question was neither a Sunday nor a holy day, and that therefore the appellant could not rely upon any right which might arise from the Acts of Uniformity.

Mr. Justice Goddard inclined to the view that a man's right to attend at his own parish church did not depend upon the Acts of Uniformity, but was of much more ancient origin, and was an old common-law right. He suggested that probably the effect of the Acts of Uniformity was not to confer any right to attend at any church other than the man's own parish church, but merely that, if attendance at the parish church was impossible, a man would be excused the penalties for non-attendance if he presented himself at some other convenient church, even though he might be denied admittance.

Another argument which had been raised was that there was an obligation on the Dean of a collegiate church to hold public worship, and that therefore the public had a right to attend. Both judges held, however, that " public worship " did not mean worship to which every member of the public must be admitted.

These general conclusions would in themselves have been sufficient to dispose of the appellant's claim that he was entitled to be present at Divine Service in the Abbey. The fact that the Abbey is a Royal Peculiar was an added difficulty in the way of the appellant. Mr. Justice du Parcq pointed out that it was a collegiate church, and also, in a sense, a parish church. It might be that parishioners had the same right as parishioners had to attend an ordinary parish church, but just as persons who were not parishioners had no right to enter an ordinary parish church, so it was impossible to maintain the more difficult proposition that such persons had a right to enter a Royal Peculiar.

In the case of Westminster Abbey, under Letters Patent granted by Queen Elizabeth in 1560 and subsequent statutes, there belongs to the Dean " the government of the whole college and all its parts." The Dean, therefore, was held to have an absolute discretion to exclude the appellant from the Abbey for such cause as he thought fit.

Company Law and Practice.

Infants as Members of Companies.

OWING to the protection which has been extended to infants by the law of contract the position of infants as members of companies is one which deserves attention, and I propose this week to refer to some of the reported decisions affecting infant shareholders, those who transfer their shares to infants and companies which accept such transfers. In practice, it is, of course, very common to find persons under the age of twenty-one who are members of companies and who are treated and regard themselves as being in no different position from their adult co-members, but, in fact, the situation is very different, and the practical importance of this difference becomes apparent in cases, for instance, where some liability attaches to the holder of shares by reason of their not being fully paid up. Occasionally a company will provide by its Articles of Association that no person under twenty-one years of age shall be registered as a member. Such a provision is not common for it is really unnecessary in most cases. Any company may, if it so wishes, refuse to register an infant as a member, and if in ignorance of the status of a transferee of its shares it does accept an infant it may still, on discovering the true facts, refuse to recognise the transfer, remove the infant's name from the register and restore the name of the transferor : *In re Continental Banking Corporation ; Castello's Case*, L.R. 8 Eq. 504 ; *In re Asiatic Banking Corporation ; Symons' Case*, 5 Ch. App. 298. In the latter case Gifford, L.J., explains the principle in the following words : " The principle is as simple as possible, viz., that a man who executes a transfer of shares remains liable unless and until there is on the list a transferee who is legally liable to the Company "—which, of course, an infant is not. Therefore, if in the winding up of a company there is an infant on the register of members, the liquidator is entitled to have his name removed and replaced by that of the last holder of the shares. The date of the winding up will, in such a case, be the time as on which the rights of the parties fall to be determined, and, therefore, the liquidator may insist on the change even if the transferee has shortly afterwards come of age and is willing to confirm the transfer : *Symons' Case, supra*. This right may, however, be lost by delay or acquiescence on the part of the company or the liquidator : see *In re European Central Railway Company ; Parsons' Case*, L.R. 8, Eq. 656 ; *In re National Bank of Wales Ltd. ; Massey and Giffin's Case* [1907] 1 Ch. 582 ; and, similarly, the infant may lose his corresponding right of repudiation if he neglects to exercise it for some time after attaining his majority. Thus, in *In re Blakeley Ordnance Company ; Lumsden's Case*, 4 Ch. App. 31, an infant shareholder came of age some months before a winding-up order and did not object to being settled on the list of contributories until some months after receiving notice of his being so settled. The court refused to declare the transferor to the infant liable to the company. A short delay will not, however, deprive the infant of his right, though it

may disentitle him to the costs of getting his name removed from the register: *In re Alexandra Park Company; ex parte Hart*, 38 L.J. Ch. 85. What is and what is not an unreasonable delay is always a matter to be determined from the particular circumstances of each case and the reported decisions serve only to illustrate the impossibility of laying down any rules on the subject. Thus, in one extreme case of a settlement of real estate, repudiation was allowed after a lapse of thirty-seven years: *Farrington* v. *Forrester* [1893] 2 Ch. 461. It is, however, safe to say that no repudiation will be allowed where the person who is seeking to avoid a transaction has, after attaining his majority, received benefits arising out of that transaction.

An infant's contract, be it remembered, is not void, but only voidable. One important consequence of this is illustrated by the case of *In re Laxon & Co.* (*No.* 2) [1892] 3 Ch. 555. In that case the memorandum of association of the company had been signed by eight persons, a minimum of seven being then required by s. 6 of the Companies Act, 1862 (as now by s. 1 of the Companies Act, 1929). Of these eight, two were minors, who subsequently successfully applied to the court for the rectification of the register by the removal of their names therefrom. Doubts then arose as to whether the memorandum had been signed by seven "persons" within the meaning of the section and it was sought to wind up the company as an unregistered company. Vaughan Williams, J., recalling that an infant's contract is valid until it is rescinded, had no difficulty in coming to the conclusion that an infant is a "person" within the meaning of the section and that his subsequent repudiation of his contract to take shares does not invalidate the registration of the company or cause it suddenly to become an unregistered company midway in its career: see, too, *In re Nassau Phosphate Company*, 2 Ch. D. 610.

Whereas a company can always protect itself against an infant member's repudiation of his contract by taking the proper steps without delay, the transferor to an infant is in a less enviable position. He is, as we have seen, liable to the company until he has transferred his shares to another person who becomes legally liable to the company by reason of the transfer, and a father who transfers shares to his son will remain liable to the company and may further find that any benefits arising from the shares transferred belong to the son: see *Litchfield's Case*, 3 De G. & Sm. 141; *Reid's Case*, 24 Beav. 318. It is easy to envisage other cases where the transferor will be ignorant alike of the fact that the transferee is an infant as of the law which preserves his liability. But his ignorance will avail him nothing: *In re China Steamship and Labuan Coal Company; Capper's Case*, 3 Ch. App. 458; *In re Barnett's Banking Company; ex parte Delmar*, 38 L.J. Ch. 86. On discovering or being informed of the predicament in which he has unwittingly placed himself it appears that there is nothing that he can do except wait and hope that the transaction will not be repudiated by either the infant or the company within a "reasonable" time of their being entitled to do so. Perhaps he can derive some crumbs of consolation from the decision (if he is aware of it) in *In re Contract Corporation; Gooch's Case*, 8 Ch. App. 266. The headnote to that case reads as follows: "A shareholder in a company transferred shares to an infant, who transferred them to another infant, who transferred them to an adult, and all the transfers were registered. The company was ordered to be wound up more than a year after the first transfer, but less than a year after the last transfer. *Held* . . . that after the company had once obtained an adult shareholder, the intermediate transfers could not be avoided, and that the shareholder ceased to be such at the date of the first transfer, and that he could not be put on the list of past members"—i.e., as a B contributory. Thus, if two conditions are fulfilled—that is, if the transfer to the infant was made over a year before the commencement of the winding up and if the infant transferee has in his turn transferred all the shares acquired by him from the first adult shareholder to another adult shareholder—the danger is past and the company can have no claim against the first adult shareholder. A further protection is given to the ignorant transferor where an adult purchaser of shares procures a transfer of them into the name of another person who is an infant. In such a case, though the vendor remains liable to the company, the adult purchaser becomes liable to indemnify the vendor: *In re The National Provincial Marine Insurance Company Limited; Maitland's Case*, 38 L.J. Ch. 554, per Romilly, M.R., at p. 555. But the company will not put the adult purchaser on the register as the owner of the shares unless he has bought the shares ostensibly for himself but has used an alias, in which case he will be treated as the real purchaser using a fictitious name, and will become liable accordingly: *In re Imperial Mercantile Credit Association; Richardson's Case*, L.R. 19 Eq. 588.

Lastly, a few words about the position of the infant himself between the time when he is put on the register of members and the time when he is removed therefrom on the application of himself or of the company. During this period he is in the same position as any other shareholder in the company, and until he repudiates the shares he holds them subject to any liabilities which his holding may involve. In *Steinberg* v. *Scala* (*Leeds*) *Limited* [1923] 2 Ch. 452, an infant had applied for and been allotted shares in the defendant company. She had paid the amounts due on allotment and a call in respect of the shares, and subsequently, while still a minor, repudiated her contract. In addition to a claim that the allotment was not binding on her, and that the register should be rectified, she sought to recover from the company all moneys paid by her in respect of the shares and an injunction on the company restraining it from enforcing calls made or to be made. The Court of Appeal (reversing Roche, J., as he then was, who had felt himself bound by a previous decision) were unanimously of the opinion that she could not recover any money which she had parted with in pursuance of her still subsisting contract, whether such money represented the purchase price of the shares or the amount of calls validly made on the shares before repudiation. There was evidence that the shares had been of some value. If they had never been of any value, there would have been a total failure of consideration, and an allottee, whether under or over twenty-one years of age, would have been entitled to succeed in an action for the recovery of the purchase price and calls. Finally, let us observe that, although there is no guidance to be found on this point in the Law Reports, in the absence of any special provisions to the contrary an infant may be an officer of a company and may vote at or issue requisitions for meetings in the same way as any adult shareholder.

A Conveyancer's Diary.

Conveyance of Part of Mortgaged Property—Liability of Purchaser to Contribute.

A CASE which is of some interest and may be important in many instances is *Re Mainwaring: Mainwaring* v. *Verden* [1936] W.N. 318.

The facts as appear from the W.N. report were as follows: A had life interests under two settlements and an interest in the reversion under those settlements. He borrowed money in 1920 from a life assurance company on the security of his interest in one of the settlements and a policy on his own life.

In 1931, A was adjudicated a bankrupt, and later his trustee in bankruptcy conveyed the bankrupt's interests under both the settlements to purchasers, subject to the mortgage already referred to, but did not convey any interest in the policy of life assurance. A died in 1934.

The question raised was how the mortgage debt ought to be borne, having regard to the conveyance and to the fact that the trustee in bankruptcy had retained A's interest in the policy of assurance. Bennett, J., held that there was no right of contribution, relying upon *Re Darby's Estate* [1907] 2 Ch. 465, and referred to the statement of the law, with which his lordship agreed, in "Fisher and Lightwood on Mortgages," 7th ed., at p. 569, where it is said: "If the mortgagor being personally liable assigns one estate X and retains another Y, X is no longer treated as equally liable with Y to bear the debt. The duty of the mortgagor to discharge his own personal liability makes the estate in his hands the primary fund for payment: and so, too, where it has come to the hands of his personal representatives. Hence if he or his personal representatives have paid the debt, there is no equity to compel contribution from X."

It will be well, I think, to consider the case of *Re Darby*, *supra*, before going further.

In that case it appears that an assignor deposited with his bankers the title deeds of certain leasehold premises, together with a policy of assurance on his own life and certain dock warrants, and executed a deed of charge and memorandum of deposit to secure the payment of the balance for the time being due on any accounts which he might have with the bank. He subsequently, by a voluntary deed, assigned the leasehold premises to his wife. The deed contained no reference to the charge and memorandum of deposit and no covenants for title, express or implied. By his will he gave all his property to trustees upon trusts for the benefit of his wife and children. On the death of the assignor his executors paid off the debt due to the bank. On an application to the court for the determination of the question whether the widow, as assignee of the leaseholds, was liable to contribute to the payment of the debt, it was held by Warrington, J., that the charge being one created by the assignor himself and not a charge paramount to his own title, the widow was under no liability to contribute.

That case was followed in *Re Best: Parker* v. *Best* [1924] 1 Ch. 42. The facts there were that an assignor mortgaged two policies of assurance on his life with trustees of the assurance company and entered into a personal covenant for payment of the money advanced. Subsequently the mortgagor made a voluntary assignment of the policies to his wife, and the deed contained no reference to the mortgage. On the assignor's death the insurance company paid to his widow only the amount of the policies less the debt and interest.

It was held by Tomlin, J., that the widow was entitled to be reimbursed out of the estate of the assignor the amount so deducted.

The ground of that decision was, as the learned judge stated, based upon the decision in *Re Darby's Estate*, and he said: "My attention has been called to *Re Darby's Estate* decided by Warrington, J. In that case the mortgage debt was secured on several properties in different hands, but one of the persons against whom the creditor had a remedy was under a personal obligation to pay the debt. It was held that the principle of casting proportionate parts of the debt on different properties was displaced, and it was equitable that he who was under a personal obligation to pay the debt should bear it." His lordship proceeded to say that it was right that the principle laid down in *Re Darby's Estate* should be applied, and followed it.

Now, to return to *Re Mainwaring*.

The Court of Appeal varied the order of Bennett, J., and held that the mortgage debt should be borne proportionately between the properties according to their value at the date of the death of the bankrupt.

It will be interesting to see the full report of the judgments when it is available, but it seems as if the decision of Warrington, J., in *Re Darby's Estate* cannot now be relied on, and that the decision in *Re Best* is overruled, although, so far as appears from the W.N. report, there is no statement to that effect.

No doubt the general rule is that where several properties are mortgaged there must be contribution rateably, according to the value of those properties, where the interest of the mortgagor has been severed, but (*pace* the Court of Appeal) that the statement of the law which Bennett, J., quoted from "Fisher and Lightwood on Mortgages" is correct.

Landlord and Tenant Notebook.

Assignor's Covenant for Title.

The language used to express the statutory covenants imported into assignments of leaseholds has an archaic flavour about it; and, indeed, such expressions as "a good, valid and effectual lease . . . in full force" and "execute and do all such lawful assurances" had been in use long before the passing of the Conveyancing Act, 1881, since superseded by L.P.A., 1925, s. 76, and Sched. II, Pts. I and II, in which the covenants are now to be found. The effect of such provisions has, therefore, to be ascertained from older decisions, the force of which is not affected by the fact that many of them deal with situations not likely to arise nowadays, i.e., since leases which may come to an untimely end on the untimely death of some individual, whose existence the parties to an assignment may have forgotten or not heard of, are no longer in vogue.

An early case, *Gainsford* v. *Griffiths* (1679), 1 Saund. 581, dealt with the effect of a covenant for quiet enjoyment by an assignor of a term, on the covenant for title. The origin of the trouble was that the lease had been granted by one who had no title, and who had since been sued by the rightful owner, with the consequence that the assignee had had to give up possession. He sued the assignor on a covenant "that the said indenture of lease was a good, sure, perfect and indefeasible lease in law of the said messuage." The defendant pointed to another covenant, that the plaintiff, his executors, etc., "should quietly and peaceably have, hold and enjoy the said messuage during the whole residue of the term, without any let, denial, interruption or disturbance of the defendant or his executors or assigns, and acquitted or otherwise saved harmless from all incumbrances had, made, committed, suffered or done by the defendant." But the attempt to link the "without interruption" qualification, itself qualified by limiting the class of interruptors, to the covenant for title, did not succeed. Even at that date there were a number of recorded decisions which showed that an express and general covenant for title was not to be modified by a covenant for quiet enjoyment which was separate and distinct.

A similar point arose, with a similar result, in *Barton* v. *Fitzgerald* (1812), 15 Ea. 530. The lease assigned in this case was a ten-year one, with some nine years to run, which may explain but not excuse the negligence of the assignor's advisers. The deed began with a recital of the term of ten years; it went on to convey the premises for the residue of the ten years; it mentioned specifically that part of the premises was sub-let for three years; but it said nothing about one Henry de la Touche, on whose death the lease would necessarily terminate. It went on to covenant that the lease was a good, subsisting and valid lease in the law for the premises assigned and not forfeited. A covenant for quiet enjoyment followed. Lord Ellenborough, C.J., reading the document as a whole, held that the covenant for title had been broken when Henry de la Touche died soon after the assignment. The defendant, relying on the covenant for quiet enjoyment which was in the usual terms, pathetically pleaded that he was not responsible for this event; but the covenant for title was general, and "for the premises assigned" must include the recited lease, for the rest of the ten years absolute.

The fact that the covenant for title in the assignment discussed in the above case referred to a recital, and that recital to a term of years without qualification, was stressed in the course of the argument in *Stannard* v. *Forbes* (1837), 6 A. & E. 572. This was again a case in which a term had been put an end to by the death of a third party; but there two of three covenants had been carefully qualified. The assignor first covenanted that, notwithstanding any act of his, the lease was good and effectual. Next, that the term of eleven years was in nowise forfeited, surrendered, assigned, determined, or otherwise become void or voidable or prejudicially affected in any manner howsoever, than by effluxion of time. This covenant was the weak point in his defence, because it said nothing about his own conduct. But a third covenant, for quiet enjoyment, limited responsibility to the acts of himself and of persons claiming under him. Lord Denman, C.J., dealing with the second covenant, agreed that the reference to effluxion of time, something admittedly outside the covenant's control, was nonsense, and went on to hold that it was absurd that anyone should in the same breath make himself responsible for the acts of others and limit his responsibility to his own acts. On these lines, one might say by striking a balance of considerations and applying a little *reductio ad absurdum*, the defendant's case succeeded.

The last important decision before the introduction of the statutory short cuts was *Coates* v. *Collins* (1871), L.R. 7 Q.B. 144. This differed from those already mentioned in that the lease assigned for for three lives, *simpliciter*. The assignment sued on, made some six years after the term had commenced, conveyed the property "to hold for and during the lives of the said W.W., W.J. and R.H., and the lives and life of the survivors and survivor of them, subject to the rents, heriots, covenants, provisoes and agreements in the said recited lease." There was a covenant that the said recited lease was a good, valid and subsisting lease for the lives of, etc., and the survivors, etc., and was not forfeited, surrendered, or become void or voidable; and that the covenants and rents were observed and paid. There was a covenant for quiet enjoyment during the three lives and those of the survivors and survivor. And there was also a covenant for further assurance, which again mentioned W.W., W.J. and R.H. by name. And it then transpired that W.J. had died at some time during the six years. Of course, the only point in the case—which went to the Exchequer Chamber—was whether the repeated references implied that the lives existed, or were merely descriptive. The court decided that they were merely descriptive.

Our County Court Letter.

EXCESSIVE DISTRESS.

DISTRESS shall be reasonable and not too great, and he that taketh unreasonable and undue distresses shall be grievously amerced for the excess of such distresses. This is laid down in the Statute of Marlborough, 1267 (52 Hen. 3, c. 4), and was relied upon by the plaintiff in the recent case of *Baker* v. *Gilinsky and Another*, at Birmingham County Court. The claim was for damages for illegal distress, in respect of the rent of a garage, of which the plaintiff became the tenant in December, 1935. The agreement provided that, unless within one month from the 15th January there were at least nine cars stored in the garage, and regularly stored for three months, the rent should be reduced from £3 to £2 10s. On the 15th February there were not nine cars in the garage, but the first defendant, as landlord, still claimed £3 as rent, and the second defendant, a certified bailiff, therefore distrained for £24 1s. 6d., including expenses. This amount was paid by the plaintiff, under protest, and on the 26th August the defendants again distrained, in the presence of a policeman, by the method of towing cars into the street with ropes, to the entertainment of numerous spectators. The defence was that, during February, at least ten cars were in the garage, which was so full that two or three cars were often kept outside. The sum of £3 a week was thus due for rent. Permission to hold a sale on the premises was refused, and the cars had to be moved elsewhere. His Honour Judge Dyer, K.C., held that, at the end of a certain period, the rent for the whole term was to be ascertained. The evidence was that the minimum number of cars had not been stored, and the rent due was thus only £2 10s. a week. Although there was a *bonâ fide* dispute, the defendant had not adopted the peaceable method of suing in court, but had exercised his full rights by distraining. This had been done in a high-handed way, and judgment was given for the plaintiff for £50 6s. 6d., including 25 guineas general damages, with costs.

THE REMUNERATION OF VARIETY ARTISTES.

IN the recent case of *Marshall and Another* v. *Tony's Ballrooms Limited*, at Birmingham County Court, the claim was for £15 as one week's salary in lieu of notice. The plaintiffs' case was that they were professionally known as Casa and Nova, and were engaged to perform at the Pier Ballroom, Worthing, for the week beginning the 15th June, 1936. Their act was a burlesque of ballet dancing, and, although both performers were males, one was dressed as a female. Performances had been given for eight years, without complaint, but conditions were unfavourable at the first performance at Worthing, e.g., the lighting was poor and the audience was small in the afternoon. If the act was not very enthusiastically received, this was not the fault of the plaintiffs. Nevertheless the manageress told the plaintiffs not to appear again. No cuts were suggested, and the first intimation of indecency was in the affidavit of defence. The defendants' case was that the performance had been approved at West Bromwich, but new features were introduced at Worthing. The manageress asked for these to be omitted, as offending against the moral standards of many of the audience, but the plaintiffs refused to make any alteration. As they did not appear again, the contract was presumably rescinded by mutual consent. His Honour Judge Dyer, K.C., held that the alleged incidents had taken place and that the plaintiffs were given an opportunity of modifying the act. Judgment was given for the defendants, with costs.

THE RECONDITIONING OF MOTOR ENGINES.

IN the recent case of *Guyver & Sons* v. *Nash*, at Stratford-on-Avon County Court, the claim was for £3 for machining a cylinder block, fitting four exhaust valve seats, and regrinding crankshaft main bearing journals. The plaintiffs' case was that, in pursuance of an arrangement with the makers, they received a used Ford engine from the defendant, who paid £8 10s., and was given another engine in exchange. The agreement was that, if the cylinder block could not be reconditioned, the charge would be £10 10s. The makers found, however, that the engine required extra work, for which the plaintiffs had paid £3 above the standard re-conditioning charge, and they therefore claimed reimbursement from the defendant. His defence was that he only agreed to pay extra, if it was found that the old engine could not be reconditioned, and a new engine was supplied. The engine supplied, however, was not new, but had itself been reconditioned. His Honour Judge Drucquer observed that, under the exchange system, reconditioned engines went from one car to another, and eventually reached a stage at which they could no longer be repaired. The plaintiffs had paid for the extra work, but the makers should not have charged them in the particular instance, and there was no contract by the defendant to pay the extra charge. Judgment was accordingly given in his favour, with costs.

Lincoln's Inn Library will be closed from 24th to 27th December. From 28th December to 2nd January it will be open from 11 till 2. All dates inclusive.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Board Wages.

Q. 3389. We shall be very much obliged if you will let us have your opinion on the following points :—

(1) A domestic servant is employed in a private house and the house is closed for a month while the employers are on holiday. The servant does not accompany the employers on their holiday but goes back to her own home. The servant is paid the ordinary wages during this period. Will you please advise whether she is entitled to board wages ?

(2) The proprietors of a boarding school employ about fifty domestic servants. The school is closed for six weeks for the summer holidays and three weeks at Christmas and Easter holidays, when the servants go away to their own homes or elsewhere. No arrangement about paying board wages in respect of these periods was made when the servants were engaged. The usual wages are paid to the servants during these periods, and will you please advise if they are also entitled to board wages ?

(3) If, in either of the above events, board wages are payable, will you please say what the amounts should be ?

A. (1) In the absence of a special agreement, the servant is not entitled to board wages. As the servant does no work for the employers during the holiday month, some diminution in the total remuneration is permissible. Even if board wages are paid, the employer is entitled to reduce the salary, and the net result will therefore be the same. Servants often take temporary posts, either with relatives or strangers, during the usual employers' holidays ; and would therefore be earning double wages, if in receipt of their usual wages plus board wages. Assuming a servant is paid 15s. a week wages, the value of board and lodging may be taken as 15s., and it is therefore immaterial whether the holiday payment is called ordinary wages or board wages, as the servant is not entitled to both.

(2) The servants are not entitled to board wages, in the absence of special agreements to that effect. Knowing that the school holidays are so long, most of the servants doubtless take temporary posts in hotels and therefore suffer no diminution of earnings.

(3) This question does not arise, but the amounts may be stated as 15s. to 18s. The latter amount was fixed in *Lindsay* v. *Queens Hotel Ltd.* [1919] 1 K.B. 212, in which the cases on board wages were discussed.

Post-1925 Will—Death of Tenant for Life—No Vesting Assent—Cesser of Settlement—Vesting Legal Estate in Remainderman.

3390. *Q.* A makes his will, in which, after revoking former wills and appointing B his wife executor thereof, continued as follows : " I give devise and bequeath unto my dear wife, B, all my possessions whatever they may consist of, i.e., cash, personal effects, and the freehold dwelling-house " Blackacre " and furniture therein I leave for her occupation and use during her lifetime and after her death the house and furniture to pass to my daughter, C." A dies, and probate of the will is granted to B. B herself subsequently dies intestate without fully administering the estate or executing a vesting assent in her own favour. There are four children, issue of the marriage of A and B, namely, C, D, E and F, all of whom have attained their majority. It is desired to vest " Blackacre" in C absolutely. Am I correct in taking the following course ?

(1) C to take a grant of administration to the estate of B.

(2) C then to take a grant of administration *de bonis non* in respect of estate of A left unadministered by B.

(3) C then to execute a vesting assent as personal representative of A in herself as remainderman.

A. It is assumed for the purposes of this reply that A died after 1925. As B did not execute a vesting assent in her own favour, the legal estate in " Blackacre " was at the date of her death vested in her as executrix, and not as tenant for life. That being so, and as she died intestate (so that the chain of representation to the estate of A was broken) there is no need to obtain a grant in her estate for the purpose of vesting the legal estate in C. It is necessary for C to obtain a *de bonis non* grant in the estate of A, when she will be in a position as personal representative of A to execute an absolute assent (not vesting assent) in her own favour as remainderman. Had A died before 1926, and if assent pre-1926 could be assumed to the devises of his will, then on 1st January, 1926, B would have taken the legal estate (L.P.A., 1925, Sched. I, Pt. II, para. 3 and para. 6 (*c*)), which (as the settlement ends with her death) would have vested in her (general) personal representative when constituted : *Re Bridgett and Hayes' Contract*, 71 Sol. J. 910 ; [1928] Ch. 163. A grant in the estate of B would thus have been necessary and the grantee would be in a position to assent in favour of C. Whether such grantee could properly and safely execute such an assent without the concurrence of a grantee *de bonis non cum testamento annexo* in the estate of A would depend upon the state of administration of the estate of A. As it is supposed that assent to the devises of the will of A could be assumed, it seems probable that the concurrence of a personal representative of A would not be necessary.

Whether Dwelling-house De-controlled.

Q. 3391. We are acting for a proposing purchaser who wishes to buy a small dwelling-house situate in the provinces on the understanding that it is not controlled under the Rent Restrictions Acts. The proposing vendor's solicitors have supplied us with the following facts, namely : that the proposing vendor's father was tenant of the property since before 1914 and in 1926 the proposing vendor, who lived with her father, purchased the property, and from that date no rent was paid by the father to the proposing vendor. The net rateable value is less than £13, and we imagine has never exceeded that figure, and we understand that the proposing vendor has not registered the property as de-controlled. In the above circumstances we should be pleased to have your opinion—

(*a*) Whether the property is controlled under the Rent Restriction Acts, and

(*b*) If so, what steps, if any, could be taken by the proposing vendor in order that a de-controlled property could be sold to our client.

A. In this case, if the proposing vendor obtained " actual possession " (see Act of 1923, s. 2) when she purchased in 1926, the house would then have become de-controlled. Although the rateable value of the house did not exceed £13, if the house was occupied by the proposing vendor at the date of the passing of the Act of 1933, it did not require registration and remains de-controlled. Registration of a house, the rateable value of which did not exceed £13 on the " appointed day " (1st April, 1931), is not required unless the house was " let as a separate dwelling " immediately before the passing of the Act of 1933 (18th July, 1933).

To-day and Yesterday.

LEGAL CALENDAR.

14 DECEMBER.—On the 14th December, 1831, John Holloway and his mistress, Anne Kennett, were tried for the murder of his wife. After living apart from her he had induced her to come to a house in Donkey Row, Brighton, with him, and there under pretence of kissing her he had slipped a rope round her neck and strangled her, afterwards dismembering the body and burying it in a copse. The female prisoner was acquitted, but Holloway, after the Clerk of Arraigns had read out a very circumstantial confession by him, was found guilty.

15 DECEMBER.—During the Chartist riots in Ashton-under-Lyme, in 1848, a policeman was killed, and on the 15th December Joseph Ratcliffe and Joseph Constantine were tried for his murder. Several witnesses swore that Ratcliffe drove a pike into the constable's thigh. Others declared that he fired a shot that killed him. In spite of these contradictions he was convicted, Mr. Baron Alderson directing the jury that even if he was not the actual killer, he was present at the killing and active in it. Constantine was acquitted, and the disclosures he subsequently made exculpated Ratcliffe, who was reprieved.

16 DECEMBER.—The trial of Henry Horler at the Old Bailey on the 16th December, 1852, for the murder of his wife was the tragedy of a mother-in-law's interference. The young couple had been married only a year and were attached to each other, though they quarrelled violently. During one of their altercations the girl's mother, a fortune teller, of Bath, who missed her daughter's co-operation, tried to take her away. That night the husband refused to have his mother-in-law in the house, and when she returned next morning to fetch her daughter, she found her dead with her throat cut. The prisoner was convicted. His cries when sentence of death was passed were fearful.

17 DECEMBER.—On the 17th December, 1793, Patrick Duffin and Thomas Lloyd were tried before Lord Chief Justice Kenyon for having affixed to the chapel door of the Fleet Prison a paper reading: "This house to let; peaceable possession will be given by the present tenants on or before the 1st day of January, 1793, being the commencement of the first year of liberty in Great Britain. The Republic of France having rooted out despotism, their glorious example and success against tyrants render infamous bastilles no longer necessary in Europe." That, so soon after the storming of the Bastille, secured a conviction of seditious libel.

18 DECEMBER.—The first of the three trials of William Hone, bookseller, agitator and vendor of political pamphlets, took place at the Guildhall, before Mr. Justice Abbott, afterwards Lord Tenterden, on the 18th December, 1817. His political parody of the Catechism, the Lord's Prayer and the Apostle's Creed was regarded by the Government as being so clearly a seditious libel that his acquittal, which was greeted by the public with loud and prolonged cheers, came as a complete surprise. There were further similar charges against him, and though Lord Chief Justice Ellenborough himself presided at two subsequent trials, his most energetic efforts failed to get a conviction.

19 DECEMBER.—On the 19th December, 1746, Lord Fortescue of Credon, formerly Mr. Justice Aland, died little more than four months after his elevation to an Irish peerage. His judicial service in Exchequer, King's Bench and Common Pleas extended over twenty-eight years. His features were striking, and we are told that he "had one of the strangest noses ever seen; its shape resembled much the trunk of an elephant."

20 DECEMBER.—On the 20th December, 1800, John Toler became Chief Justice of the King's Bench in Ireland. He was afterwards Lord Norbury.

THE WEEK'S PERSONALITY.

"Make him a bishop or even an archbishop, but not Chief Justice." So said Lord Clare when it was proposed to raise John Toler to the dignity of the Chief Justiceship of the King's Bench. His two principal characteristics were a talent for duelling, in which his skill with pistols made him formidable, and a broad humour which could convert any situation into a farce. As a politician, and in every other capacity, he showed an absolute indifference to propriety which made his appointment all the more astonishing. For twenty-seven years he misadministered justice in Ireland, turning his court into a seat of buffoonery, keeping it in a constant uproar with his puns and his jokes. As years advanced, senile somnolence added to the scantiness of his legal knowledge, to accentuate his scandalous unfitness. Even at the age of eighty-six, when hints that the authorities desired his resignation were in the air, he was ready to challenge to fight any official who might have been bold enough to carry such a request to him, and, in the end, this "hanging judge," who had even jested with the death sentence, had to be practically bought off the Bench.

THROUGH CHILDREN'S EYES.

The two parties of school children, twenty girls on one day and twenty boys on another, who recently occupied the jury box in Shoreditch County Court, to imbibe lessons in citizenship by watching His Honour Judge Lilley administer the law, must surely have included one or two in whose young hearts the spectacle inspired the ambition to sit some day in judgment. Day, J., said that he was first attracted to the law by seeing, as a boy, a prisoner discharged at the Bath Quarter Sessions, solely because his name was mis-spelt in the indictment. This, in some mysterious way, stirred up a sort of latent enthusiasm in him for a profession which could proceed on such strict technical lines. Lord Chancellor Hatherley, on the other hand, acquired a preference for the quieter paths of Chancery from his boyish disgust at the Old Bailey proceedings which he witnessed when accompanying his father, Alderman Wood, to the courts. The late Sir Henry Dickens used to tell how his children invented a new game after being taken by their mother to see him argue a case before James, Bramwell and Bagallay, L.JJ., three weighty jurists, physically as well as mentally. The judges gave him a rough passage and the children's mother afterwards explained to them that they had been "sitting upon their papa." Thereafter, they invented a game of sitting on one of their number and called it: "The judges sitting on papa."

LAMENT FOR LATENESS.

It is to be hoped that suitors in Westminster County Court will take to heart the recent lament of His Honour Judge Dumas over the lateness of litigants. "It is perfectly preposterous," he said, "that I cannot start the court because no one has condescended to come in. I am always here just after ten and have to wait until nearly eleven because people are not ready." An identical sentiment was once expressed in more racy terms by that great and forceful jurist, Chief Baron Palles, when, in lamenting the absence of counsel, he exclaimed: "No one gives a damn for this court." It is not as though his honour invited unpunctuality in others by unpunctuality of his own as Hawkins, J., used to. On one occasion Bigham, Q.C., the future Lord Mersey, after waiting in his court from half-past ten till five to eleven slipped out to see how another of his cases elsewhere was getting on. Just after he had gone, the judge arrived, so that on his return he was greeted with the rebuke: "I have waited five minutes for you, Mr. Bigham." "My lord," answered the leader, without apology, "I waited five times as long for you."

Obituary.

MR. H. KENNEDY, K.C.

Mr. Hugh Kennedy, K.C., the first Chief Justice of the Irish Free State and President of the Supreme Court of Justice in the Irish Free State, died on Saturday, 12th December, at the age of fifty-seven. Called to the Irish Bar in 1902, he became a K.C. in 1920, and in 1922 he was elected a Bencher of King's Inns. He was the first Attorney-General of the Free State from 1922 to 1924, when he became Chief Justice.

MR. G. L. COLLINS.

Mr. George Lissant Collins, solicitor, senior partner in the firm of Messrs. Jackson & Co., of Rochdale, died recently. He was admitted a solicitor in 1881, and was for many years joint Clerk to the Rochdale County Justices and Clerk to the Commissioners of Taxes for the Middleton Division.

MR. W. J. MANN.

Mr. William John Mann, solicitor, senior partner in the firm of Messrs. Mann, Rodway & Green, of Trowbridge, died on Saturday, 12th December, in his eighty-ninth year. Mr. Mann, who was admitted a solicitor in 1870, was for many years Clerk to the Trowbridge and Steeple Ashton magistrates. He was also an Alderman of the Wiltshire County Council.

MR. P. H. MINSHALL.

Mr. Philip Henry Minshall, solicitor, senior partner in the firm of Messrs. Minshall, Pugh & Co., of Oswestry, died on Friday, 11th December, in his eighty-eighth year. Mr. Minshall, who was the youngest son of Alderman Thomas Minshall, a former Mayor of Oswestry, was admitted a solicitor in 1873.

MR. C. SCORER.

Mr. Charles Scorer, solicitor, senior partner in the firm of Messrs. Burton & Co., of Lincoln, died on Sunday, 13th December, in his ninetieth year. Mr. Scorer was admitted a solicitor in 1868. He became Clerk to Lindsay County Council in 1891, and held that office until 1919, when he was succeeded by his son, Mr. Eric W. Scorer, the present Clerk. He was Under-Sheriff for Lincolnshire from 1888 to 1921.

MR. W. T. SMITH.

Mr. William Threlfall Smith, solicitor, of Preston, died on Friday, 11th December, at the age of seventy-five. Mr. Smith, who was admitted a solicitor in 1886, was senior partner in the firm of Messrs. Smith, Fazackerley & Ashton, until 1921, when he retired from the partnership.

Reviews.

"*Dear Sir, Unless . . .*" By NATHANIEL GUBBINS. Illustrated by WILLIAM M. HENDY. 1936. Crown 8vo. pp. vii and 96. London: George Routledge & Sons, Ltd. 5s. net.

This is an amusing little book, styled by the authors their guide to dodging income tax. There are, it is stated, 3,400,000 income tax payers in Great Britain, including those who don't pay. The book is dedicated to "this three and a half million unhappy people." One of the best chapters is entitled "Plain Man's Guide to Income Tax," in which the subject is treated humorously by means of a series of questions and answers. The book is illustrated throughout with sketches in two colours.

Glen's Public Health Act, 1936, being the Fifteenth Edition of Glen's Public Health. Edited by E. BRIGHT ASHFORD, B.A., of the Middle Temple, Barrister-at-Law, with the assistance of NORMAN P. GREIG, B.A., of the Inner Temple, Barrister-at-Law, and W. R. HORNBY STEER, M.A., LL.B., of the Inner Temple, Barrister-at-Law, Recorder of South Molton, and Sir LYNDEN MACASSEY, K.B.E., LL.D., one of His Majesty's Counsel, as Consultant Editor. 1936. Royal 8vo. pp. xxxviii and (with Index) 685. London: Eyre & Spottiswoode (Publishers), Ltd. 45s. net.

The editors of this edition of Glen's Public Health have followed the Local Government and Public Health Consolidation Committee in determining the scope of their subject, and hence the present volume covers less ground than some of its predecessors. This volume, it is explained, contains the Act following the Bill drafted by the committee in 1936, based on strictly public health matters. Notes in former editions which are still relevant have been brought up to date and incorporated. The present work has thus been shortened not only by the simplification of the law itself, but also by the omission of much extraneous matter, which, since the publication of the first edition nearly eighty years ago, had become associated with the subject. An admirable introduction to the new Public Health Act is followed by the text of the Act, which has been usefully annotated. Changes in the law have been carefully noted, and, where they exist, the reader is directed to the sources in existing earlier statutes of the provisions of the new Act. There is a useful table of repeals and replacements, while the relevant Acts and Regulations are set out in Appendices. There is a good Index. Practitioners will welcome this volume, not the least for its timely appearance some twelve months before the coming into operation of the Act with which it is concerned.

Books Received.

Whitaker's Almanack, 1937. By JOSEPH WHITAKER, F.S.A. London: J. Whitaker & Sons, Ltd. 6s. net.

The Law of Public Health, 1936. By W. IVOR JENNINGS, M.A., LL.D., of Gray's Inn, Barrister-at-Law. 1936. Royal 8vo. pp. cxii and (with Index), 791. London: Charles Knight & Co., Ltd. 42s. 6d. net.

Outlines of Central Government including the Judicial System of England. By JOHN J. CLARKE, M.A., F.S.S., of Gray's Inn, at the Northern Circuit, Barrister-at-Law. Eighth Edition. 1936. Crown 8vo. pp. x and (with Index) 377. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

The Education Act, 1936. By The Hon. HENRY HOPE Barrister-at-Law, Middle Temple. 1936. Demy 8vo. pp. vii and (with Index) 179. London: Eyre & Spottiswoode (Publishers) Ltd. 12s. 6d. net.

The Bell Yard. The Journal of The Law Society's School of Law. No. XVIII. November, 1936. Edited by J. G. FOSTER, M.A., and J. GOLD, LL.M. London: The Solicitors' Law Stationery Society, Ltd. 2s. net.

Truth Christmas Number, 1936. London: Truth Publishing Co. Ltd. Price 1s. 6d.

The Juridical Review. Vol. XLVIII. No. 4. December, 1936. Edinburgh: W. Green & Son, Ltd. 5s. net.

Urlin's Law of Trusts and Trustees. Seventh Edition. 1936. By A. CARRERAS, LL.B., of Lincoln's Inn, Barrister-at-Law. Crown 8vo. pp. xvii and (with Index) 156. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

Refund of Indian Income Tax to Persons not Resident in British India. By F. R. MERCHANT, F.S.A.A. 1936. Crown 8vo. pp. ix and (with Index) 125. London: Sir Isaac Pitman and Sons, Ltd. 7s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London, Liverpool and Birmingham.]

Notes of Cases.

Judicial Committee of the Privy Council.

Chandrasekera *alias* Alisandiri *v.* R.

Lord Roche, Sir John Wallis and Sir George Rankin.
12th and 25th November, 1936.

Ceylon — Criminal Law — Evidence — Murder — Victim fully conscious before Death but unable to speak owing to Injury—Statement by Signs—Nod of Assent in answer to Question—Whether a "Verbal" Statement — Evidence as to — Admissibility — Ceylon Evidence Ordinance, No. 14 of 1895, s. 32.

Appeal, by special leave, from a judgment of the Supreme Court of the Island of Ceylon, dated the 1st May, 1935, by which the appellant was convicted of the murder, on the 15th May, 1934, of a woman.

The trial took place before a jury of seven, who found the appellant guilty, by a majority of six to one. The dead woman was found with her throat cut, her injuries being such as to prevent her from speaking. An interrogation of the woman took place shortly before her death, she being fully conscious and able to understand what was said to her. The interrogation was as follows: When asked who had cut her throat, the woman indicated by signs the height of the person, and later pointed to a man who had employed the accused as a carter, and made signs as of goading a bull. She pointed to a police constable, then patted or slapped her cheek several times. The accused, as was common knowledge, had some time previously assaulted a constable by slapping his face. At one stage of the interrogation, the direct question, "Was it Alisandiri?" was put to the woman, Alisandiri being the name by which the accused was generally known. The woman nodded her head in assent in answer to that question. Shortly afterwards, she was removed to hospital and died. At the trial, the accused did not elect to give evidence, and no evidence was called on his behalf. There was no other evidence sufficient for a conviction with regard to the cause of the wounds.

By s. 32 of the Ceylon Evidence Ordinance, 1895, "Statements, written or verbal, of relevant facts made by a person who is dead . . . are themselves relevant facts in the following cases:—(1) When the statement is made by a person as to the cause of his death, or as to any of the circumstances of the transaction which resulted in his death, in cases in which the cause of that person's death comes into question." It was contended for the appellant that the information given by signs by the wounded woman was not a statement within the meaning of that section, and therefore not admissible in evidence by virtue of the section. At the trial, the judge, Mr. Commissioner F. J. Soertsz, K.C., ruled on the authority of *Queen-Empress* v. *Abdullah* (1885), I.L.R. 7, All. 385, that evidence with regard to what signs the woman made was admissible, but that the statements of witnesses with regard to the interpretations they put on the signs were not admissible. He also held that it was for the jury to decide the inference, if any, to be drawn from the questions put, and the signs made in reply. *Cur adv. vult.*

Lord Roche said that, in their lordships' opinion, the Commissioner's ruling was correct. It was to be observed that the word used in the section was "verbal" and not "oral," which was used elsewhere in the Ordinance. It was unnecessary to decide whether the question "Was it Alisandiri?" and the nod of assent would have constituted an oral statement made by the deceased, but their lordships were clearly of the opinion that it constituted a verbal statement made by her. The case closely resembled that of a person who, being dumb, was able to converse by means of a finger alphabet. On proper evidence, proving the words used in a conversation held in that manner, a statement so made would, in their lordships' opinion, be a verbal statement within the meaning of the section. So here, there was, in their lordships' opinion, proper and sufficient evidence of a verbal statement by the deceased to the effect that it was the accused who had cut her throat. With regard to the remainder of the evidence as to signs made by the deceased, it was necessarily given in order that it might be understood in what circumstances and context the vital question had come to be asked and answered. The deceased's statement had been believed by the jury to be clear and unmistakeable in its effect; a conviction was accordingly justified and indeed inevitable.

Counsel: *L. M. de Silva*, for the appellant; *The Attorney-General* (Sir Donald Somervell, K.C.) and *Kenelm Preedy* for the Crown.

Solicitors: *Douglas Grant & Dold: Burchells.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Court of Appeal.

Liverpool Corporation and Others *v.* Lancashire County Council and Others.

Lord Wright, M.R., Romer and Greene, L.JJ.
9th December, 1936.

Local Government—Distribution of Local Taxation and Probate Duty Grant—Order determining Equitable Adjustment—Whether still in Operation—Local Government Act 1888 (51 & 52 Vict., c. 41), s. 32—Local Government Act, 1929 (19 Geo., 5, c. 17), s. 85, Sched. 12, Pt. VI.

Appeal from a decision of Luxmoore, J. (80 Sol. J. 345).

The Local Government Act, 1888, having constituted county councils in every administrative county in England and Wales, and directed that for the purposes of the Act each of certain boroughs should be deemed to be an administrative county of itself and to be situated within a county also specified, regulated the financial relationship between the Exchequer and the county boroughs and the county within which they were to be deemed to be, and the contribution to be made by each to the union officers. Probate duty grants were provided from sums paid in pursuance of the Act to the local taxation account in respect of the proceeds of probate duties. Local taxation licences included licences such as those for the sale of intoxicating liquor, for the right to deal in game, for guns, carriages, male servants, armorial bearings, etc. In 1891, the Commissioners appointed under ss. 32 and 61 of the Act, made an order determining the equitable adjustment respecting the distribution of the local taxation licences and the probate duty grant. Subsequently, the order was from time to time amended, and immediately before the coming into force of the Local Government Act, 1929, on the 1st April, 1930, the aggregate proceeds were distributable by way of equitable adjustment between the Lancashire County Council and certain county boroughs in varying proportions. The plaintiffs, the Corporations of Liverpool, Manchester and Salford, now claimed against the Lancashire County Council and the Corporations of Barrow-in-Furness, Blackburn and other towns a declaration that the Order of 1891, since the 31st March, 1930, continued and would still be operative in respect of local taxation licences included in the equitable adjustment until a new financial adjustment was made under s. 32 (6) of the Local Government Act, 1929. Luxmoore, J., held that since the 1st April, 1930, the Order of 1891 had ceased to have effect with respect to the distribution of local taxation licences and that a new financial adjustment was necessary in the manner prescribed by s. 85 of the Act of 1929. He accordingly dismissed the action.

Romer, L.J., in delivering the judgment of the court dismissing the plaintiffs' appeal, said that the Act of 1929 introduced a new system of grants in aid and a new method of fixing the amounts which the various authorities were to receive. It had no relation to the principles of equitable adjustments under the Act of 1888. The only sums dealt

with by the Order of 1891 which were not included in the discontinued grants were the proceeds of local taxation licences collected by councils. The appellants had contended that the Order remained operative with regard to those proceeds still being collected by them and by the respondents and had only ceased to have effect so far as the discontinued grants were concerned (i.e. the estate duty grants, the sums paid in respect of local taxation licences not collected by councils and certain other grants). They relied on the later words of s. 85 (5). But though s. 32 of the Act of 1888, so far as it affected the proceeds of the local taxation licences collected by county and borough councils, remained in force, having been repealed only so far as it related to discontinued grants, nevertheless, where an existing adjustment had become inequitable, a new adjustment was necessary. This view was supported by s. 32 (6) of the Act of 1888.

COUNSEL: *Sir Richard Stafford Cripps*, K.C., *Glover*, K.C., and *Slack*: *W. E. T. Jones*, K.C., and *Etherton*.

SOLICITORS: *F. Venn & Co.*, agents for *Walter Moon*, Town Clerk, Liverpool; *Norton, Rose, Greenwell & Co.*, agents for *Sir George Etherton*, Solicitor, Preston.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Hughes (Inspector of Taxes) *v.* Bank of New Zealand.

Lord Wright, M.R., Romer and Greene, L.JJ.
4th, 7th, 8th, 9th and 10th December, 1936.

REVENUE—INCOME TAX—BANK NOT RESIDENT IN UNITED KINGDOM—SECURITIES HELD BY—INTEREST BROUGHT IN AS PART OF BANK'S TRADING PROFITS—EXEMPTION FROM TAX—WHETHER APPLICABLE—INCOME TAX ACT, 1918 (8 & 9, Geo. 5, c. 40), s. 46, Sched. C, r. 2 (*d*); Sched. D, Miscellaneous Rules, r. 7 (2).

Appeal from a decision of Lawrence, J. (80 SOL. J. 634).

The London branch of the bank which was registered in New Zealand held, among their various assets, (A) 5 per cent. War Loan; (B) Indian Government 3 per cent. Stock; and (C) securities of two colonial companies. The interest received by the branch on all that stock was included in the trading receipts in the profit and loss account of the branch. The interest on the War Loan was paid without deduction of tax, and was not assessed to tax under Sched. D, Case III, r. 1 (*f*). The interest on the other securities had been taxed by deduction in the ordinary way, but had been repaid to the bank because it was not resident in the United Kingdom. Lawrence, J., held (1) that s. 46 of and r. 2 (*d*) of Sched. C to the Income Tax Act, 1918, exempted the interest earned on the War Loan and the India Stock from tax, whether that interest was regarded as interest or as a component part of the profits of the bank's business, and (2) that r. 7 (2) of the Miscellaneous Rules of Sched. D applied the provisions of r. 2 (*d*) of Sched. C to dividends paid to the bank in respect of its shares in the two colonial companies must also be exempt from tax. The Crown appealed.

LORD WRIGHT, M.R., in giving judgment, said that in respect of profits arising from the trade exercised at the London branch office the bank was assessable to income tax under Case I of Sched. D. The main questions were (*a*) whether certain exemptions had to be applied in considering what were assessable profits under Case I? and (*b*) if that question were decided against the Crown, what deductions were permissible under the Rules in order to ascertain the balance of profits and gains under Case I? On the first point, as to the War Loan interest, the Crown claimed that though it could not be taxed under Sched. C or Case III of Sched. D, it could be taxed under Case I of Sched. D. The bank was not a resident, but a trader and, therefore, it was said, an exception which only applied to it as a non-resident had no bearing on the claim to immunity in respect of its position as a trader, the essence of liability being that the taxpayer was carrying on trade in this country (see r. 1 (*a*) (iii)). The exemption relied on by the bank was found in s. 46 of the Income Tax Act, 1918. His lordship also referred to s. 49 (2), to the Finance (No. 2) Act, 1915, s. 47, and to s. 44 of the Finance Act, 1916. The language of s. 46 which contained a perfectly general exception was unqualified. It said that the securities were not to be liable to tax if the Treasury had issued them subject to the condition stated. The course taken in these cases was illustrated by a Treasury prospectus of 1917, which exempted from all British taxation stocks and bonds of these loans and dividends in respect of them if the owner was not domiciled or ordinarily resident in the United Kingdom. That gave effect to the terms of s. 46. If the section were construed as merely relating to interest as interest so that the owner of the securities could only escape tax imposed under Case III of Sched. D and was liable to be taxed under Case I of Sched. D, the result would be contrary to the apparent meaning of the legislature. That was not the true construction of the section which was quite general. His lordship referred to *Sinclair* v. *Cadbury Brothers Ltd.*, 28 T.C. 157, and said that this interest was taken entirely out of the taxable income of the bank in this country and there could be no question at all of taxing either under Case III or Case I of Sched. D. Next, as to the India Stock, this interest constituted profits payable out of the public revenue. His lordship referred to the General Rules applicable to Sched. C, rr. 2 and 3, and said that the bank contended that r. 2 was not limited to charges under Sched. C, but was general in the exemption it gave and that the owner of India Stock could claim exemption if he was not resident in the United Kingdom. The Crown contended that though the provision was effective as regarded charges under Sched. C, it had no effect as regarded an alternative claim under Sched. D, Case I. It was not contended that the Crown could elect between Sched. D and Sched. C, but it was said that this case came within Case III, r. 1 (*c*), of Sched. D, and it having so come within the purview of that Schedule, it was argued that the Crown could elect between Case I and Case III. His lordship did not follow the argument that the exemption would not also apply to revenue when placed in Case III. The exemption in r. 2 (*d*) was unlimited and was merely repeating the exemption in s. 71 (2) of the Finance Act, 1910. His lordship referred to *Thompson* v. *Trust and Loan Co. of Canada*, 16 T.C. 394, and *Fry* v. *Salisbury House Estate Ltd.* [1930] A.C. 432, and added that r. 2 (*d*) embodied a complete and general exemption from all taxation under the Act of 1918. (His lordship said that in this judgment he was not dealing with supertax, but with ordinary income tax.) As to the colonial securities, it was necessary to consider the meaning of r. 7 (1) of the Miscellaneous Rules applicable to Sched. D. The position in which, for the convenience of draughtmanship, a provision appeared in the Income Tax Act was not decisive of its scope and effect (see *Kirke's Trustees* v. *Commissioners of Inland Revenue*, 11 T.C. 323, at p. 332). The exact language of the provision must be considered and, though the fact that it appeared in the Rules and not in a part of the Act which was ostensibly and specifically of a changing character, to some extent raised the presumption that no charge was intended, if on its true construction it embodied a charge, it must be so construed. The general effect and intention of r. 7 (1) was to put these securities on the same footing as foreign or colonial government securities coming under Sched. C, and r. 7 (2) provided: "All the provisions of Schedule C relating to the tax to be assessed and charged in respect of dividends payable out of any public revenue other than that of the United Kingdom and intrusted to any person . . . for payment to any persons in the United Kingdom, shall extend to the tax to be assessed and charged under this rule." Nothing in r. 7 (2) limited its scope, and it included the General Rules under Sched. C *mutatis mutandis*. It had been argued that this was a different case from the last class of securities considered because those were subject to the special exemption under s. 71 of the

Finance Act, 1910 and it was easier in the consolidating Act of 1918 to construe the exemption as having the same effect and scope as in the 1910 Act. *Prima facie*, a consolidating Act should be construed as not changing the existing law, but it could change it, and if the language could only be construed one way, it should be so construed. This rule should be contrued as the bank argued, though his lordship did not accept the contention that s. 71 of the 1910 Act extended to securities of this character. This view was also supported by the Finance Act, 1924, s. 27 (3), and by the Finance Act, 1926, 2nd Sched., Pt. II, cl. 5. The provisions of r. 2 (*d*) of the General Rules of Sched. C were incorporated by r. 7, and the same consequences followed as followed in the case of the other securities dealt with, the interest being exempt from taxation under the 1918 Act. With regard to the second main point, Case I of Sched. D and r. 3 of the Rules applicable to Cases I and II were relevant. The point was this: The effect of the decision being that interest on the securities in question was exempted from taxation, the assessable profits were reduced to the extent of £78,556, while the expenses attributable to earning these profits were £41,262, and the Crown contended that if the bank got the benefit of the exemption, it should be deprived of the benefit of deducting those expenses in calculating the taxable balance of profits. *John Dew* v. *Merchiston Castle School Ltd.*, 8 T.C. 149; *Union Cold Storage Co. Ltd.* v. *Jones*, 8 T.C. 725; *Strong & Co. Ltd.* v. *Woodfield* [1906] A.C. 448; and *Commissioners of Inland Revenue* v. *Scottish Central Electric Power Co.*, 15 T.C. 761, did not help in this problem. The expenses here in question were interest on money borrowed and used to purchase these securities, and also expenses in respect of the London overhead charges. But there was nowhere any provision justifying the elimination of part of the expenses where there was only one indivisible trade. The legislature in granting the exemptions omitted any corresponding provision in respect of any allocation of expenses, and the Crown's contention could not be given effect to. The appeal failed.

Counsel: *The Attorney-General* (Sir Donald Somervell, K.C.) and *R. Hills Latter*, K.C., and *Scrimgeour*.

Solicitors: *Solicitor of Inland Revenue; Linklaters & Paines*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Appeals from County Courts.

United Dairies (London) Ltd. *v.* Stirling.

Slesser and Scott, L.JJ., and Eve, J. 22nd October, 1936.

Workmen's Compensation—Injury by Accident—Partial Incapacity Treated as Total—Review—Whether Failure to take Reasonable Steps to Find Employment a Change of Circumstances—Workmen's Compensation Act, 1931 (21 & 22 Geo. 5, c. 18), s. 1.

Appeal from Marylebone County Court.

An employee of the company, as a result of an accident at work in 1931, suffered amputation of three fingers. Compensation was paid till 1934. It then ceased and an application was made for compensation under the Workmen's Compensation Act. The judge, finding that she had taken all reasonable steps to obtain employment and failed, held that she came within the Workmen's Compensation Act, 1925, s. 9 (4), as amended by the Workmen's Compensation Act, 1931, s. 1 (1), treated her incapacity as total incapacity and awarded compensation accordingly. Subsequently, the employers applied for a review alleging that there had been a change of circumstances, inasmuch as the employee had not been making efforts to obtain work. The learned county court judge held that once an order had been made under s. 1 of the Act of 1931 the question whether or not the workman was still taking reasonable steps to obtain employment was not a question which could be considered upon a review. Accordingly he dismissed the application.

Slesser, L.J., allowing the employers' appeal, said that *Donachie* v. *Whitehaven Colliery Co. Ltd.*, 26 B.W.C.C. 63, and *Hughes* v. *Penmaenmawr & Welsh Granite Co. Ltd.*, 26 B.W.C.C. 99, set out the conditions to be proved for partial incapacity to be treated as total. Among these was that no order should be made if it appeared that the workman had not taken all reasonable steps to obtain employment. All the necessary conditions were properly the subject of review, and the judge was entitled to consider a change of circumstances in any of them. With any other reading of the section, once the workman's medical condition was established to be unchanged, he might for an indefinite time fail to take reasonable steps to get employment. It might be that an allegation that for a month no steps had been taken would not necessarily of itself justify the judge in coming to the conclusion that the section had not been satisfied. That was a matter of degree and fact taking all the circumstances into consideration. The case must be remitted to the judge.

Scott, L.J., and Eve, J., agreed.

Counsel: *Paull* and *Goldie; Elkin*.

Solicitors: *James Turner & Son; H. E. Aston*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Electrical and Musical Industries Ltd. *v.* Lissen Ltd.

Luxmoore, J. 15th October, 1936.

Patents and Designs—Wireless Set used with Valve—Infringement by User—Whether Order for Delivery Up should be made.

The plaintiffs, who were the owners of letters patent in respect of certain improvements in electric wave amplifying apparatus, brought an action against the defendants for an injunction to restrain infringement. They also asked for delivery up of all articles "constructed in infringement and/or constructed so as to operate in infringement of the said letters patent." The case established by the plaintiffs was in respect of a method of using a wireless set with a particular kind of valve and a particular part designed to allow such a user as infringed the letters patent. The registrar held that there had been infringement and made an order granting the relief asked for, including delivery up. The defendants now applied to the court to have the order varied so as to exclude delivery up. The plaintiffs contended that there was no purpose in the particular construction of the set except for use with the particular valve in the manner which was an infringement.

Luxmoore, J., in giving judgment, said that it was admitted that delivery up of the valves could not be claimed because they were capable of being used without infringement. It was also admitted that, if the valve were not used, the other part of the set was innocuous so far as the patent was concerned. That being so, and an injunction having been granted to restrain infringement, it would not be right to order the delivery up of anything or the alteration of the sets, on the ground that the defendants might be tempted to break the injunction, since the infringement consisted solely in the method of using the valve with the particular set.

Counsel: *Lloyd Jacob* and *L. Heald; W. Watson*, K.C., and *B. Drewe*.

Solicitors: *Bentleys, Stokes & Lowless; Broad & Son*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

In re Holland & Webb Ltd.

Crossman, J. 16th and 17th November, 1936.

Company — Scheme — Reduction of Capital — Large Reserve Fund and Capital in Excess of Requirements.

The company's capital was £287,258, divided into 50,000 preference shares of £1 each, of which 38,596 had been issued and fully paid up, and 237,258 ordinary shares of £1 each, of

which 124,284 had been issued and paid up to the extent of 10s. It had a large reserve fund and capital in excess of its requirements. On the 6th March, 1936, at an extraordinary general meeting, a special resolution was passed for the reduction of the capital and the consolidation of the shares. The Court's sanction was now sought.

CROSSMAN, J., sanctioned the scheme, approving the minute in the following form :—" The capital of Holland & Webb Ltd. was by virtue of a special resolution of the company and with the sanction of an order of the High Court of Justice dated the 17th November, 1936, reduced from £287,258 divided into 50,000 preference shares of £1 each and 237,258 ordinary shares of £1 each to £237,489, divided into 11,404 preference shares of £1 each, 38,596 preference shares of 10s. each, 175,716 ordinary shares of £1 each and 62,142 ordinary shares of 10s. each. At the date of the registration of this minute, all the said preference shares and ordinary shares of 10s. each had been issued, and were deemed to be fully paid up, and all the preference shares and ordinary shares of £1 each were unissued. A special resolution of the company had been passed to the effect that upon the said reduction of capital taking effect the said 38,596 preference shares of 10s. each be consolidated into 19,298 preference shares of £1 each and that the said 62,142 ordinary shares of 10s. each be consolidated into 31,071 ordinary shares of £1 each."

COUNSEL : *Topham*, K.C., and *Sims ; H. Buckmaster.*

SOLICITORS : *Torr & Co.*, agents for *Tutin & Co.*, of Nottingham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Performing Right Society Ltd. *v.* Camelo.

Clauson, J. 9th November, 1936.

COPYRIGHT — INFRINGEMENT — MUSIC — WIRELESS LOUD-SPEAKER—ROOM ADJOINING RESTAURANT—DOOR OFTEN OPEN—WHETHER PUBLIC PERFORMANCE.

The lessee of certain premises assisted his wife, who carried on a restaurant business there. The front ground floor room, sixteen feet by thirty feet, was used as the restaurant. The room next adjoining was the living room for the family, consisting of the husband, wife and children and an aged relative. Beyond this room was the kitchen. The living room was used as a passageway between kitchen and restaurant and the door to the latter was normally open. In the living room, just within this door, was a wireless loud-speaker. The music broadcast was audible in the restaurant. This action was in respect of infringement of copyright of certain music.

CLAUSON, J., in giving judgment, said that the action could not succeed unless there were performance in public. When a wireless set reproduced music, the performance took place wherever the music was audible to a person hearing it as a musical piece. A performance in a living-room might extend far beyond that area, and here it extended substantially over the whole restaurant. In the unreported case of *Performing Right Society* v. *George* in 1936, there was a wireless set in a room at a public-house, sometimes used as a saloon bar for members of the public who chose to go in there, and on other occasions used as a private room by the defendant and his family. Farwell, J., had said that if members of the public were entitled to resort to it, and music was played so that they could hear it plainly, that constituted an infringement, unless consent had been obtained for the performance. He added that, eliminating that room, if the wireless were played in such a way that the music could be heard in the bar in the front of the house, to which members of the public were entitled to resort, that was an infringement. That last observation went beyond what Farwell, J., had to decide but it covered the present case. Here there was an infringement and there must be an injunction.

COUNSEL : *K. Shelley ; Overton.*

SOLICITORS : *Syrett & Sons : Good, Good & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Portman *v.* J. Lyons & Co. Ltd.

Bennett, J. 24th November, 1936.

LANDLORD AND TENANT—LESSEE'S COVENANT TO PRODUCE UNDERLEASES TO LESSOR FOR DOCKETING—UNDERLEASE TO THIRD PARTY—FURTHER UNDERLEASE BY THIRD PARTY OF PART OF PREMISES—WHETHER WITHIN COVENANT.

In December, 1934, the plaintiffs granted to the defendants a lease of certain land and premises consisting of shops and flats for a term of eighty-three years. The lease contained a covenant that " the lessees within two calendar months next after the execution of every assignment or underlease (except in connection with lettings or assignments of such lettings of flats for terms not exceeding seven years) of the demised premises or any part thereof, produce or cause to be produced such assignment or underlease . . . to the lessor or his successors in title for the time being entitled in immediate reversion on the term hereby granted . . . and will permit a docket or minute of every such assignment or underlease . . . to be made and retained by or for the use of the lessor or his successors in title entitled as aforesaid." On the 11th February the defendants granted an underlease of the whole premises to the Midland Bank Executor and Trustee Co. Limited for a term of eighty years from the 24th June, 1932. On the same day the bank granted the defendants an underlease of part of the premises for a term of eighty years from the 24th June, 1932, less one day. The underlease to the bank was duly produced, but not the second underlease. By this summons, taken out under R.S.C., Ord. LIVA, the plaintiffs sought a declaration that the defendants were bound to produce it.

BENNETT, J., in giving judgment, said that the question was whether this underlease was within the covenant. On the construction of the covenant a declaration must be made in favour of the plaintiffs.

COUNSEL : *Roxburgh*, K.C., and *McMullan ; Radcliffe*, K.C., and *L. Potts.*

SOLICITORS : *Wilde, Sapte & Co. ; Bartlett & Gluckstein.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Tolhurst *v.* Webster.

Lord Hewart, C.J., Swift and Macnaghten, JJ. 9th December, 1936.

ROAD TRAFFIC—TRAFFIC SIGN—" HALT AT MAJOR ROAD AHEAD "—MEANING—ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), ss. 48, 49.

Appeal by case stated from a decision of Gravesend justices.

An information was preferred against the appellant, Tolhurst, by the Chief Constable of Gravesend, alleging that, contrary to s. 49 of the Road Traffic Act, 1930, as amended by the Road Traffic Act, 1934, Tolhurst, while driving a motor-car, failed to conform to the indication given by a sign erected at the junction of Cross Lane West and Wrotham Road, Gravesend, that sign being a sign for regulating the movement of traffic, and being of the prescribed size, colour, and type or character authorised by the Minister of Transport, and lawfully placed at a road. At the hearing of the information the following facts were proved or admitted : The sign in question stood in Cross Lane West approximately 25 yards from the junction of that road with Wrotham Road. On the front of the sign, facing traffic approaching the junction, appeared the words : " Halt at major road ahead." The appellant was driving along Cross Lane West, towards Wrotham Road, with the intention of crossing Wrotham Road and entering New House Lane, a continuation of Cross Lane West. On approaching the junction he reduced his speed to walking pace, took observation in both directions along Wrotham Road, and drove slowly on to the junction. He then observed a police constable signalling to him to stop, and he brought his car to a standstill in the middle of Wrotham Road. There

was no traffic proceeding along Wrotham Road in either direction at the time. It was contended for the respondent that the sign indicated that vehicles must at least be brought momentarily to rest before entering the junction, and that the appellant, in not doing so, had committed the offence of failing to conform to the indication given by the sign. It was contended for the appellant that the sign indicated not that vehicles must be brought to rest, but that they must be slowed down. Alternatively, it was contended that the sign was so vague and ambiguous as not to give any indication sufficient to support a criminal charge. The justices by a majority of six to one accepted the respondent's contention and, having convicted the appellant, fined him 5s.

LORD HEWART, C.J., said that undoubtedly, at first blush, an attractive argument could be founded on the fact that in s. 49 of the Road Traffic Act, 1930, one found the word "stop." In pursuance of s. 48 (1) of the Act, the Minister of Transport had issued directions with regard to the traffic signs which highway authorities might cause to be erected and, subject to those directions, an authorisation of the particular sign in question was made and communicated, the material words of the authorisation being as follows: "The Minister of Transport hereby authorises the erection of traffic signs of the size, colour, and type illustrated in the attached diagram . . . for the purpose of indicating that any person driving a vehicle . . . shall bring the vehicle to a halt before entering . . . the major road indicated by the sign." No person who was aware of that paragraph of the authorisation, and who had before him the diagram of the sign authorised, could suggest that "halt" meant "go slowly" as distinguished from "come to a standstill." The meaning of the word "halt" there was really too clear for argument. It might well be that for the purposes of argument, although not for those of driving a car, perplexities might arise from the use sometimes of the word "stop" sometimes of "slow," and sometimes of "halt." It was, however, apparent that when the directions and authorisation used "stop," they used it, not as a whole, but as one part of a whole which consisted of stop and go. The direction to stop was given only in circumstances where at a suitable moment a corresponding direction to go was also given. As to the general effect of this direction or indication, he (his lordship) did not think that there could be any reasonable doubt. It was of the utmost value that a motor car should be brought to a standstill for a moment before entering the major road. In his opinion the appeal should be dismissed.

SWIFT and MACNAGHTEN, JJ., agreed.

COUNSEL: *Gerald Thesiger*, for the appellant; *S. M. Noakes*, for the respondent.

SOLICITORS: *Tolhursts*, Gravesend: *Watkins, Pulleyn and Ellison*, agents for the *Town Clerk*, Gravesend.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

WINTER ASSIZES, 1937.

The following days and places have been fixed for holding the Winter Assizes on the Northern, Oxford and Western Circuits: –

NORTHERN CIRCUIT.—Mr. Justice HAWKE and Mr. Justice PORTER.—Tuesday, 12th January, at Appleby; Thursday, 14th January, at Carlisle; Tuesday, 19th January, at Lancaster; Monday, 25th January, at Liverpool; Monday, 22nd February, at Manchester.

OXFORD CIRCUIT.—Mr. Justice TALBOT and Mr. Justice MACKINNON.—Tuesday, 12th January, at Reading; Saturday, 16th January, at Oxford; Thursday, 21st January at Worcester; Wednesday, 27th January, at Gloucester; Wednesday, 3rd February, at Monmouth; Wednesday, 10th February, at Hereford; Monday, 15th February, at Shrewsbury; Monday, 22nd February, at Stafford.

WESTERN CIRCUIT.—Mr. Justice MACNAGHTEN.—Saturday, 23rd January, at Devizes; Thursday, 28th January, at Dorchester; Wednesday, 3rd February, at Taunton; Tuesday, 9th February, at Bodmin. Mr. Justice BRANSON and Mr. Justice MACNAGHTEN.—Monday, 15th February, at Exeter; Tuesday, 23rd February, at Bristol; Wednesday, 3rd March, at Winchester.

Rules and Orders.

ORDER OF SECRETARY OF STATE, DATED NOVEMBER 14, 1936, UNDER SECTION 13 (2) OF THE CRIMINAL APPEAL ACT, 1907 (7 EDW. 7. C. 23).

In pursuance of the power conferred on me by section 13 (2) of the Criminal Appeal Act, 1907, I hereby make the following Order :—

"The regulation numbered 1 in the Order made under the said section on the 27th March, 1908,* is hereby revoked and the following regulation shall be substituted therefor :—

"1. The expenses of any Solicitor or Counsel assigned to an Appellant by the Court of Criminal Appeal shall be allowed as follows :—

A fee not exceeding £2 2s. 0d. for a Solicitor and a fee for Counsel not exceeding £2 4s. 6d.; provided that the Registrar of the Court of Criminal Appeal may certify that the case was exceptional, and thereupon the fee may be increased to such sum as the Registrar having regard to the exceptional character of the case may direct, but not exceeding £7 7s. 0d. for a Solicitor and £11 0s. 0d. for Counsel, or where two Counsel are selected, not exceeding £16 5s. 0d. for leading Counsel and £11 0s. 0d. for junior Counsel.

In addition to such fees as aforesaid, a Solicitor may be allowed travelling expenses actually and necessarily incurred by himself or his Clerk on the scale applicable to an ordinary witness in a case of felony tried at Assizes under the Secretary of State's Order of the 14th June, 1904,† as amended by the Orders of the 28th November, 1908,‡ the 1st March, 1920,§ and the 5th August, 1922."‖

Given under my hand at Whitehall, this 14th day of November, 1936.

John Simon,
One of His Majesty's Principal Secretaries of State.

* S.R. & O. 1908 (No. 247) p. 291. † S.R. & O. 1904 (No. 1219) p. 117.
‡ S.R. & O. 1908 (No. 1001) p. 234. § S.R. & O. 1920 (No. 354) I, p. 446.
‖ S.R. & O. 1922 (No. 892) p. 116.

Parliamentary News.

Progress of Bills.

House of Lords.

Airdrie Burgh Extension, &c. Order Confirmation Bill.
Royal Assent. [11th December.
Edinburgh, Chartered Accountants Annuity, etc. Fund (Consolidation and Amendment) Order Confirmation Bill.
Royal Assent. [11th December.
Expiring Laws Continuance Bill.
Read Third Time. [16th December.
Geneva Convention Bill.
Read Third Time. [11th December.
His Majesty's Declaration of Abdication Bill.
Royal Assent. [11th December.
India and Burma (Existing Laws) Bill.
Read Third Time. [16th December.
Public Order Bill.
Read Third Time. [16th December.
Railway Freight Rebates Bill.
Royal Assent. [11th December.
Trunk Roads Bill.
Read Third Time. [16th December.

House of Commons.

Geneva Convention Bill.
Read First Time. [16th December.
India and Burma (Existing Laws) Bill.
Read First Time. [16th December.
Public Works Loans Bill.
Read First Time. [15th December.
Registration and Control of Stockbrokers Bill.
Withdrawn. [16th December.
Shops (Sunday Trading Restriction) Act (1936) Amendment Bill.
Read Second Time. [16th December.

Questions to Ministers.

PREVENTION OF CORRUPTION ACTS.

Sir A. WILSON asked the Attorney-General in how many cases leave has, respectively, been granted and refused for a prosecution under the Prevention of Corruption Acts during the past five years.

The ATTORNEY-GENERAL: The figures are as follows:—

	Fiats granted.	Fiats refused.
1932	24	2
1933	40	2
1934	24	–
1935	42	2
To 11th December, 1936 ..	26	1
	156	7

[14th December.

RENTS RESTRICTIONS ACT.

Mr. THORNE asked the Minister of Health whether he can give the House any information as to the Government's intentions of introducing legislation to deal with the recent decision of the Court of Appeal relative to the decontrolled houses under the Rents Restrictions Act.

Sir K. WOOD: I have not lost sight of the matter, but on the evidence before me I am not satisfied that any legislative action is called for. [16th December.

The Law Society.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 2nd and 3rd November, 1936:—

Robert Vivian Stebbing Allen, B.A. Oxon, Madge Easton Anderson, M.A., LL.B. Glasgow, Ralph Lewis Archer, Bernard William Ashley, LL.B. Birmingham, Bertram Avens, George Patrick Bache, M.A. Cantab., John Dickens Baker, John Barker, LL.B. London, Philip Herbert Bartlett, Israel Baskin, LL.B. Liverpool, Eric Walter Bass, B.A. Cantab., Douglas McCandlish Bell, LL.B. Leeds, Gerald Leigh Belshaw, LL.B. Liverpool, Israel Benenson, Hugh Kirkpatrick Benham, B.A. Oxon, Philip Seager Berry, B.A. Cantab., Peter Trevorian Best, B.A. Oxon, Leonard Norman Bethell, Gerald Massy Bishop, Geoffrey Norman Booth, Harry George Boulton, Charles James Bowes, John Malcolm Boyd, Francis John Broad, Victor Montgomery Cannon Brookes, B.A. Cantab., Lionel Charles Dixon Brown, William March Brown, LL.B. Durham, Harold Buckley, Robert Alger Buckley, John Anthony Bucknill, B.A. Oxon, Thomas Henry Bull, B.A. Oxon, Drewery Frank Bunkall, Derek Joseph Burridge, Winsloe Bullard Clifford Campbell, B.A. Cantab., Myer Julius Canter, LL.B. Liverpool, James Ward Cardwell, B.A., B.C.L. Oxon, Thomas Wilfrid Carter, Samson Cashdan, B.A. Oxon, Barrie Douglas Castleman, George Henry Caudwell, Aline Heather Chadwick, LL.B. Leeds, John Moseley Channer, Samuel Wesley Chrimes, Bernard Chronnell, LL.B. Manchester, Russell Emanuel Churcher, Charles Joseph Clark, Charles Peter Clarke, LL.M. Birmingham, John Roderic Clay, Maurice Cohen, LL.B. Manchester, Antony Duke Coleridge, James Bradburn Collier, LL.B. Manchester, Arthur James Robert Collins, B.A. Oxon, Peter Hilary Cooper, LL.M. London, Frederick Clive Copestake, Charles Percy Crawford, Ronald Henry Cross, Frank Edward Norman Croucher, LL.B. London, Dunstan Michael Carr Curtis, B.A. Oxon, Hilary Curtis, Charles Beresford Daft, B.A. Oxon, Thomas Edgar Darby, LL.B. London, Leslie Eric Duncan Darley, George Theophilus Davies, B.A. Cantab., Alfred John Michael Maidlow Davis, M.A. Cantab., Edwin Arthur Davis, Gilbert Peter Daynes, Richard Kenneth Denby, LL.B. Leeds, Charles Neville Dixon, Gordon Alexander Dixon Dixon-Carter, B.A. Cantab., Peter Gibson Duke, Charles David Dulley, B.A. Oxon, Sidney Charles Elphick, Thomas Webster Fagg, John Leigh Faithfull, Kenneth Spicer Few, B.A. Cantab., Leslie John Noble Fisher, Richard Charles FitzGerald, LL.B. London, Thomas Burton Flewitt, John Donald Forbes, LL.B. Manchester, Grenville Howard Francis, John Gerard Freeman, B.A., LL.B. Cantab., Peter Gamon, B.A. Oxon, Herbert Montandon Garland-Wells, M.A. Oxon, Edward Frederick George, LL.B. London, Albert Philippe German-Ribon, B.A. Oxon, Robert Martin Gold, M.A. Cantab., Harold Hillel Gollop, Laurence Cecil Bartlett Gower, LL.M. London, Stanley James Green, Geoffrey Bridgman Grey, B.A., B.C.L. Oxon, Arthur Frank Lowe Griffin, LL.B. Birmingham, David James Grimes, George Edward Grindrod, Harold Frederick Groves, Jack Joseph Guy, Philip Alexander Hamilton, Geoffrey Harburn, Frank Harland, William Simpson Nicoll Harrison, LL.B. London, James Harrowell, Gerald Leicester Hartley, Denis Hayes, Peter Nelson Hayes, Geoffrey Basil Herbert, Edmund Rawlings Heward, B.A., LL.B. Cantab., James Heyes, Frederick Walter Hill, Richard Anthony Hill, B.A. Oxon, John Hingston, B.A. Oxon, Richard Henry Hinton, Cyril Charles Hitch, Donald Kenneth Hogg, Michael Herbert Frank Holden, Dennis Patrick Holmes, B.A. Cantab., Ieuan Howard, M.A. Manchester, LL.B. Liverpool, Rupert James Mawson Howe, John Owen Hunt, B.Sc. London, George Frederick Huntley, Clement Woods Hurley, Roger Kennedy Fenwick Hutchings, Denis Hutton, Antony Raymond Jabez Jabez-Smith, Herbert Ansdell Jackson, Sydney Solomon Jacobs, Arthur Maltby James, Evan Maitland James, B.A. Oxon, Francis Howard James, Thomas Sheraton Jewels, Albert Lewis Jones, B.A. Oxon, Alfred Ernest Jones, George Cecil Jones, Raymond Bark Jones, B.A. Cantab., Walter Scott Karran, B.A. Cantab., John Francis Kelham, Desmond Carew King, B.A. Oxon, Solomon Kuhnreich, Harold Christopher Gibson Lake, B.Sc. London, Maurice Blythe Lamacraft, Jack Lamb, Mordecai Landy, Alan John Deverell Langford, M.A. Cantab., William Abbott Large, Robert Norman Law, Andrew William Letts, Joseph Benjamin Levy, LL.B. Manchester, Geoffrey Gordon Lewis, George Alfred Lipscombe, Bernard Williamson Little, Howard William Jones Llewelyn, B.A. Oxon, Geoffrey Edward Logsdon, Robert George Lord, John Thomas Lowe, LL.B. London, Leslie Ernest Ludford, Geoffrey Hawthorne Lydall, Arthur Jeffery Lyne, Eric Angelo McCullagh, Colin McCulloch, Kenneth Macduff, LL.B. Manchester, James Elliot Doughty Macvie, Rollo Barratt Mangnall, Alan Loynd Margerison, LL.B. Manchester, Robert Craig Mayhew, Jacob Mazure, M.A. Glasgow, Edgar Joseph Mercer, LL.B. Liverpool, Anthony Metcalf, Kenneth George Metcalfe, Walter Metson, James Francis Dawson Mills, Thomas Murray Mills, B.A. Oxon, Hedley George Morgan, John Olwyn Morgan, Norman Alexander Morgan, Robert Morgan, Arthur Charles Morrish, Frederick Ralph Mottershead, Robert Murray, Duncan Mutch, LL.B. Manchester, George Kenneth Mynett, Alan David Nunes Nabarro, LL.B. London, Edward Hill Nicholson, Norman Nicholson, LL.B. London, Stanley John Norton, Alastair Meymott Vivian Panton, B.A. Cantab., Thomas Ramsay Parrott, B.A. Oxon, John Harney Parsons, James Joseph Perkin, Francis Layton Perkins, Jack Edwin Percy Perrier, B.A. Cantab., John Stewart Philpot, John Francis Pick, Samuel James Plumbly, John Lewin Poole, John Francis Warre Rathbone, Roland George Raymond, Richard Reed, George Reeves, Michael Richards, LL.B. Leeds, James Rigby, LL.B. Liverpool, Arthur Henry King Robinson, Charles Eric Robinson, B.A. Oxon, Percival Francis Rodwell, Philip Christopher Roscoe, Charles Rosin, Norman Graham Saunders, B.A. Oxon, Charles Shackleton, LL.B. Liverpool, Raymond Edwards Laws Shingles, Gerald Ashmead Sifton, Isidore Stanley Silverstone, Edward Henry Gordon Simmons, William Francis Leonard Skinner, Ralph Smalley, Austin Denham Smith, Sydney Powlett Smith, Joseph Drew Soden-Bird, LL.B. Durham, David Gordon Spear, Philip Coles Spooner, John Stead, William Bodo Leopold Steinthal, B.A. Oxon, Reginald John Thomas Stevenson, Lionel Ashton Stray, Peter Donald Stuart, Guy Reginald Summerhays, Gordon Townsend Swain, M.A. Cantab., Joshua Alan Sykes, Fred Tadman, Frederick Lewis Tait, William Edward Tanner, Bryan Tassell, Philip Taylor, William Smalley Taylor, B.A. Cantab., Eric Gerard Lumley Temple, M.A. Cantab., David Cyril Thomas, B.A. Oxon, Norman Henry Thomas, B.A. Cantab., William Edward Thomas, Gordon Mervyn Tiffin, Thomas William Tilbrook, John Douglas Tinkler, LL.B. Liverpool, Robert Edward William Todhunter, Edward Hugh Townend, Brian Weldon Tubbs, Richard Anthony Conolly Tunnard, Diana Margaret Turner, John Tye, Herbert Mark Wagland, Harold Grenville Walker, LL.B. London, John Chivers Walker, Lawrence Frederick Waller, Edward Philip Patrick D'Arcy Walton, Thomas Godsalve Ward, Norman Charles Weaver, Henry Giffard Wells, Walter Sydney Wheldon, Andrew Guthrie White, Ernest Frederic Anselm Farren White, B.A. Oxon, Arthur Philip Whitehead, James Geoffrey Whitehead, Thomas Edward Whiting, Herbert Wilkinson, Henry John Willey, Montague Gordon Williams, Wyndham Henry Williams, Kenneth Berkeley Wills, Henry Marcus Winocour, Charles William Patrick Woolcott, Robert Andrew Wotherspoon, Cyril Frederick Wreford, Geoffrey Cecil Wrigley, B.A. Cantab., John Yates, George Clifford Young.

No. of Candidates, 479. Passed, 269.

The Council have awarded the following Prize: To Edward Frederick George, LL.B. London, who served his Articles of Clerkship with Mr. Ernest Adolf Rehder, of the firm of Messrs. Rehder & Higgs, of London, and Rupert James Mawson Howe, who served his Articles of Clerkship with Mr. William Frank Hellyar, of the firm of Messrs. Scott & Hellyar, of London, each the John Mackrell Prize, value about £11 11s.

Societies.

The Solicitors' Managing Clerks' Association.

This Association held its thirty-first festival dinner on the 3rd December, at the Wharncliffe Rooms, with the President, Mr. G. E. Denton, in the chair.

Lord Roche, proposing the health of "the Association," said that his old friend Mr. Denton had changed very little in the twenty or thirty years he had known him. Their President still had that unaffected, charming modesty and that air of unaffected simplicity which he had always possessed, but those who knew him well realised that he was not so simple as he seemed, and that anyone who was choosing a person to play tricks on had better choose someone else. He was an uncommonly good man to have on one's side and a fair and formidable adversary. His lordship gathered from the conservative report of the Association that its numbers were satisfactory though rather stationary. There were probably many managing clerks who ought to belong to the society and who would belong if they realised what benefits it conferred. One of its advantages was that its members got to know one another, which meant that business was not less well done for the client and more easily both for the client and for the firm. In one sense it was not surprising that the numbers should be stationary. A few years ago when addressing a statistical society he had given them a few statistics about their own profession and his. In comparing the numbers for the years 1895 and 1930 he had found that the numbers of practising barristers had been substantially the same—about 2,500—though the number of barristers in the "Law List" had risen from 8,500 to nearly 11,000 because of the great increase in overseas students. King's Counsel had increased almost by a third, from 218 to almost 300, possibly because of the careful and saving qualities of the profession, which enabled members of the Bar to take the risks incidental to going up into the front row. The numbers of the solicitors' profession had increased only by fifty; a higher peak had been reached in 1910, but the numbers had fallen back. These figures meant that the law occupied a dignified position in society and was doing good work, but could do it with the same numbers as when the population had been smaller. Whether the staffs in the offices were larger he did not know. The Association ought not, therefore, to expect a great accession of members from new sources but should see that clerks in existing offices were taught what good work the Association was doing with its lectures and classes and how greatly they would benefit from being members of it.

He gave only one word of advice to the Council: not to forget to encourage the young with prizes and scholarships as an incentive to make themselves efficient and proficient in their work. Professional knowledge and diligence were necessary, but these went without saying. Other essential qualities included energy of the kind which induced the late Lord Alverstone, when on circuit, to wake his marshal up at five o'clock on a snowy morning and take him to play golf with red balls. Another more abstract quality was zeal for the client. This was a quality which the client appreciated more than anything in the world, and had been shown in abundance by the late Lord Finlay, whose clerk had often had to engage in conversation clients who had come for a conference, while his principal changed his underclothes, after battling for his client's interests before the House of Lords or the Privy Council. Other necessary qualities were courtesy and tact.

The President, in reply, said that Lord Roche had for long been a good friend to the Association, and had presided at one of their lecture meetings more than ten years ago. Its aims and objects were the same as they had been forty-four years ago, when it had first come into existence; to protect and advance the interests of solicitors' managing clerks and to encourage among them the study of law and procedure. The whole of the increase in income received from the late Lord Riddell's magnificent bequest would be used to further those objects. For some years the Association had needed more commodious offices to carry on its increased work, and after some searching and some rather delicate negotiations new offices had been secured on the ground floor in Maltravers House. The library had needed replenishing and this had been done at the cost of some hundreds of pounds. It now contained at least one modern standard textbook on every legal subject. *The Solicitors' Clerks' Gazette* appeared monthly instead of quarterly. The educational activities continued to flourish and, because the Association still enjoyed the goodwill of the Bench, Bar and Benchers, they had been able to hold their lectures in the ancient Inns of Court, where they listened to eminent members of the Bar at meetings presided over by His Majesty's judges. Classes for juniors continued to be held in the Law Courts, and the instruction had proved and was proving of great practical assistance. The attendance at members' meetings had increased since the move into the new offices with their better accommodation. At these meetings a paper was read on some legal topic or a debate was arranged between two members. At a recent meeting the members had debated whether the case of *X* v. *Y* had been rightly decided by the House of Lords and, after a full discussion, the meeting had decided that it was not. Although this decision had left the parties concerned in very much the same position as they had been in before, it had provided an interesting evening. He hastened to add that the judgments under review had not included one by Lord Roche.

His Majesty's Judges.

Mr. Gavin T. Simonds, K.C., in proposing the health of "The Judges," observed that when he had first received his instructions he had welcomed the brief, for he could regard it as marked on the outside with a good dinner in good company not subject to income tax. Inside, his instructions were to speak about His Majesty's judges to, amongst others, His Majesty's judges; a golden opportunity to speak for, it might be, half-an-hour or more without any apprehension of those "interventions" from the Bench which counsel had to bear patiently and to describe as such "helpful suggestions from my Lord." Full of hope, he had gone home and told his wife of all that he was going to say, and she had replied, "Well, my dear, at least cut it short." He always found that women had little reverence for the things that really mattered. At the doorway he had met Lord Roche, who had remarked to him "Hullo, I have suffered from you before!" meaning, obviously, Mr. Simonds' zeal for his clients displayed in another place. His speech cut down to a quarter of its original length, he had arrived at the table. His consolation, however, was that the less time he took up, the more time would be left for his friend Mr. Norman Birkett, and nothing that he had to say about His Majesty's judges could be anything like as interesting as what Mr. Birkett would have to say about the ladies.

In this country and in other English-speaking countries which had followed our example, the judges had one feature which distinguished them from the judges of all other countries and which made more for their pre-eminence than anything else. That was, that they had never been trained to be judges. In France, Germany and most other countries the judicial career was a profession which a man adopted from his youth up. He was trained to be a judge, he began by being a little judge, and if he was lucky he ended as a big judge. From the beginning he was divorced from the knowledge and experience of affairs which a man acquired at the Bar. English judges, during their time at the Bar and in the intimacy of their chambers, knew the difficulties under which the Bar laboured, the goodness and often the baseness of mankind, and gained from that experience and knowledge a sympathy and understanding which contributed more than anything else towards making them the judges that they were. If he had to select one from their manifold qualities, he thought it would be that fellow-feeling which they possessed for those who, often in difficulties, had to present the case of their client. The judges remembered that they too, once upon a time, were taken by surprise by the answers of a witness—a case, perhaps, where the zeal of the managing clerk had extracted from the evidence a proof very different from that which the witness spoke to in the witness-box. Barristers, solicitors and their clerks all felt that they had in the judges friends who would appreciate any honest work that was done. This feeling gave them confidence and gave confidence to their clients, who knew that their cases would be well and truly heard. He would only say of Mr. Justice Hawke that, if his lordship had to choose which one of his qualities he would like attributed to him, he would probably prefer it to be said that he was a friend of all those who practised their profession before him and did their best for their clients.

Mr. Justice Hawke, in reply, warned Mr. Simonds that he had better get ready, as not long ago he had displayed to the public great judicial qualities. Mr. Simonds had been right; what Mr. Justice Hawke would prefer to anything else would be to have it felt that he was the humble friend of the profession. The legal profession was a sort of happy family and the changes of the past few years had been for the better. "How often now," he asked, "when you come out of court do you see one of those dreadful placards 'Sensation in court: judge and counsel'? This does not happen now. I have been trying to think to-day how long it is since I can remember any real quarrel between the Bench and the Bar in our courts in the Strand. I cannot remember anything. Things are not said now from the Bar which used to be said." The relation was a most friendly one, and he hoped it would

remain so. The association of the Bench with solicitors' managing clerks was as cordial as with members of the Bar and solicitors. It was not so apparent to the public, but the judges knew how much the clerks could help them and appreciated the sterling useful work that they did. The managing clerk who did his work properly could make the business go smoothly and easily and enable the judge to get through his work to the satisfaction of everyone.

Mr. NORMAN BIRKETT, K.C., proposing the health of "The Ladies," recalled that on the last occasion when he had spoken at the festival dinner he had responded for them and had had the added felicity of being told what to say. On the present occasion, having no wife present to assist him with his speech and having appealed to Mrs. Gavin Simonds on his right and Lady Hawke on his left without avail, he felt vividly that he was not in the apostolic succession and could not rely on the promise: "It shall be given you in that hour what ye shall say." Mr. Simonds had said with a note of complaint that women had little reverence for the things that really mattered. Many of those present would acknowledge that most of what they had and were must be attributed in very large measure to the wives who assisted, sustained and encouraged them. It was well that at times they should have the opportunity of expressing their recognition of this help. He always liked to see women on the jury and always felt, when they returned the proper verdict, what insight they really possessed. His only regret in his profession was that he saw too little of lady barristers and lady solicitors. In coupling with the toast the name of a judge's wife, he felt he must speak with great care, for a slight slip might bring terrible consequences. In the words of the schoolboy, "Acrimony, sometimes called holy, is another name for the married state." The gathering had heard a great eulogy of the English judges. Sometimes, only sometimes, counsel had to bear a little, and perhaps he sometimes thought that the judge's wife had to bear it all the time. Therefore, so far as Lady Bucknill was concerned, he was quite sure that they could welcome her that evening with great pleasure and without any sympathy at all.

LADY BUCKNILL, who replied for the ladies, suggested that the judges, as husbands, were very much like other husbands. They were kind at times and, like the traditional curate's egg, good in parts. She was especially grateful for the invitation to dinner, because judges spent most of their evenings dining out, and it was very nice for her to be addressing the gathering at that moment instead of sitting by the drawing room fire toying with an egg, which was what she usually did when her husband was at a public dinner. When he had been a young, struggling barrister and she a young, struggling wife, and work had been scarce, a kind solicitor's managing clerk had once said to her husband's clerk: We are going to send some work to Mr. Bucknill; I don't say to-day, I don't say to-morrow, but we are going to send it some day." Work had come and in good quantities, and had perhaps led him to the position in which he now was. But that saying of the clerk had become a household word in their family. When things seemed dark and blank, they always said to one another: "It won't be to-day and it won't be to-morrow, but it will be all right some day."

Mr. S. H. VERE proposed the health of the Chairman, and Mr. DENTON replied.

Among those present were: The Earl of Drogheda, Lord Roche and Lady Roche, Mr. Justice and Lady Bucknill, Mr. Justice and Lady Hawke, Mr. Justice Porter, Sir Percy and Lady Simmons, The Hon. Denys Buckley and Mrs. Buckley, The Hon. Ewen Montague, The Hon. T. G. Roche, The Hon. Victor Russell, Master E. A. Jelf, Master T. C. Newman and Mrs. Newman, Mr. G. H. Beyfus, K.C., and Mrs. Beyfus, Mr. W. Norman Birkett, K.C., Mr. A. H. Christie, Mr. D. P. Maxwell Fyfe, K.C., and Mrs. Maxwell Fyfe, Mr. Maurice Healy, K.C., Mr. Hector Hughes, K.C., Mr. Noel Middleton, K.C., Mr. Walter T. Monckton, K.C., and Mrs. Monckton, Mr. F. A. Sellers, K.C., and Mrs. Sellers, Mr. Gavin T. Simonds, K.C., and Mrs. Simonds, Mr. W. P. Spens, K.C., M.P., and Mrs. Spens, Mr. Fox Andrewes, Mr. D. Bain, Mr. H. Barker, Mr. K. H. Bayford, Mr. F. W. Beney, Mr. J. S. Bennett, Mr. H. Boileau, Mr. J. F. Bowyer, Mr. H. S. G. Buckmaster, Mr. R. E. Manningham Buller, Mr. R. A. Burrows, Mrs. H. Christie, Mr. A. Clark, Mr. H. Coates, Mr. W. Dell, Mrs. G. E. Denton, Mr. H. A. Dowson, Mr. and Mrs. E. D. Evans, Mr. P. C. Fawcett, Mr. and Mrs. J. M. Fowler-Seaverns, Miss Gaskell, Mr. J. N. Gray, Mr. N. Hall, Mr. E. L. Hayes, Mr. and Mrs. H. Hillaby, Mr. M. Holland, Mr. Valentine Holmes, Mr. G. G. Honeyman, Mr. and Mrs. R. C. H. Horne, Mr. D. Ll. Jenkins, Mr. L. M. Jopling, Mr. S. E. Karminski, Mr. K. E. B. Kemp, Mr. G. F. Kingham, Mr. W. Latey, Mr. R. F. Levy, Mr. J. B. Lindon, Mr. G. H. H. Lyall, Mr. A. McNabb, Mr. A. Marlowe, Comdr. R. B. Millar, R.N., Mr. H. Milmo, Mr. and Mrs. M. R. C. Overton, Mr. J. G. Paull, Mr. F. G. Petch, Mr. A. Pickford, Mr. and Mrs. W. J. Powsland, Mr. T. M. Pritchard, Mr. J. A. Reid, Mr. C. R. D. Richmount, Mr. and Mrs. H. G. Robertson, Mr. J. Senter, Mr. A. Shanley, Mr. G. G. Sharpe, Mr. C. N. Shawcross, Mr. R. M. Smith, Mr. and Mrs. Strangman, Mr. P. Sykes, Mr. D. Todd, Mr. R. Turnbull, Mr. L. Warren, Mr. T. Wigan, Mr. R. O. Wilberforce and Mr. J. Wolfe.

The Chartered Institute of Secretaries.

ANNUAL DINNER.

The forty-fifth annual dinner of the Chartered Institute of Secretaries was held at The Guildhall, London, on Wednesday, the 9th December, the President, Sir Enoch Hill, J.P., being in the chair. There were nearly 600 guests and members of the institute present.

Mr. F. Gordon Palin, Past President, proposing the toast of "The Corporation of London," said that the Institute was very proud to have the Lord Mayor of London as its treasurer. Sir George Broadbridge had been a member for a very long time.

The Lord Mayor, replying, said that he had heard it said that a good secretary is one who keeps minutes and makes hours. Commercial life was now carried on to a large extent under joint stock law, and it was essential for boards of directors to be guided by secretaries. He had, he said, received a cable from Mr. G. O. Allen, captain of the M.C.C. team in Australia, wishing success to the King George V Fund. He had replied congratulating the team on their victory.

The toast of "The Chartered Institute of Secretaries" was proposed by Lord Wright, Master of the Rolls. The Institute, he said played an important part in the life of the city. Established in 1891, it had grown up with the limited companies, which had become one of the most vital factors in developing the commercial life of this country.

The President, in responding to this toast, said that the present membership of the Institute was 7,550, but that when the fusion with the Incorporated Secretaries' Association was completed next year, they would be able to claim a membership of 11,000. There were also about 9,600 students entering for their examinations.

The toast of "The Guests" was proposed by Lt.-Col. R. Tristram Harper, O.B.E., Vice-President, and was acknowledged by Major Richard Rigg, O.B.E., President of the Incorporated Secretaries' Association.

Among others present were: Lord Snell, Alderman Sir Charles Batho, Alderman Sir T. Vansittart Bowater, M.P., Sir Harold Bowden, Sir Henry Bunbury, Sir John Caulcutt, Sir Herbert Creedy, Sir Edward Crowe, Sir Arthur Eborall, Sir Ian MacAlister, Sir Lulham Pound, Sir Allan Powell, Sir William Prescott, Sir Gerald Wollaston, Mr. B. Campion, K.C., The Hon. A. E. A. Napier, Messrs. J. R. W. Alexander, E. Booth, J. R. Bracewell, J. M. Broad, D. M. Caldwell, R. Chitty, H. M. Cohen, D. W. Douthwaite, E. J. Heckscher, J. H. Hill, N. R. Jauralde, E. H. S. Marker, R. H. Monier-Williams, A. A. Pitcairn, R. F. J. Sanders, C. Smith, G. F. Stringer, H. E. Thomas and H. S. E. Vanderpant.

The Derby Law Society.

The annual meeting of the Derby Law Society was held on the 4th December. The following officers were elected for the ensuing year: President, Colonel W. R. H. Whiston (Derby); Vice-President, Mr. John Gretton (Derby); Hon. Treasurer, Mr. Bendle W. Moore (Derby); Hon. Secretary, Mr. Benjamin Johnson (Derby).

Legal Notes and News.

Honours and Appointments.

Mr. ERIC LLOYD HORSFALL TURNER, solicitor, Town Clerk of Aberystwyth, has been appointed Deputy Town Clerk and Deputy Clerk of the Peace of Rotherham. Mr. Turner was admitted a solicitor in 1930.

Mr. A. J. WITHYCOMBE has been appointed Clerk to Devon County Council in succession to Mr. B. S. Miller, who is retiring after twenty-two years.

Notes.

The Medico-Legal Society held its annual dinner at the Trocadero Restaurant on Wednesday, 9th December. Mr. C. Ainsworth Mitchell presided.

It is officially announced that the King has decided that the publication of the New Year Honours List shall be deferred until Monday, 1st February, 1937.

Mr. J. D. Cassels, K.C., presided at the forty-second annual dinner of the Metropolitan Police Courts Officials' Benevolent Society, which was held in the Holborn Restaurant on Wednesday, 9th December.

The next Quarter Sessions of the Peace for the Borough of Wolverhampton will be held at the Sessions Court, Town Hall, North Street, Wolverhampton, on Friday, the 8th day of January, 1937, at 10 o'clock in the forenoon.

Mr. Harold Jevons, D.L., solicitor, of Durham, has announced his intention to retire from the dual office of Clerk of the Peace and Clerk of the County Council of Durham, which he has held since 1911. Mr. Jevons was admitted a solicitor in 1893.

Lieutenant-Colonel R. T. Harper has been elected President of the Chartered Institute of Secretaries in succession to Sir Enoch Hill; Mr. W. J. Irving Scott and Sir George Broadbridge have been elected Vice-Presidents; and Mr. Leslie C. Gamage has been elected Treasurer.

For the benefit of executives of firms in the Midlands the Industrial Welfare Society has arranged to hold its lecture course on Industrial Law (which has already been conducted in London three times in succession) in Birmingham, beginning on 25th January next and continuing each Monday for ten weeks. It will be conducted by Mr. H. Samuels, M.A., Barrister-at-Law (author of "The Law Relating to Industry," "Pension and Superannuation Funds," etc.). The course will be held in Room 6 at the Birmingham Chamber of Commerce, 95, New Street, Birmingham. Application for enrolment should be sent immediately to the Secretary, Industrial Welfare Society (Incorporated), 14, Hobart Place, Westminster, S.W.1, from whom detailed syllabus and further particulars can be obtained.

Mr. J. E. Bidwell (past president of the Chartered Surveyors' Institution) is chairman of the new body known as the Professional Tithe Committee, which meets at the Institution in Westminster, says *The Times*. It has come into being as the result of the promise made during the passage of the Tithe Bill through the House of Commons by Mr. Walter Elliot, M.P., the then Minister of Agriculture, who announced his intention of countenancing the setting up of a small committee of professional tithe collectors to keep in touch with the Ministry of Agriculture and to co-operate in the work which was to be done during the passage of the Bill and later when the Bill became an Act of Parliament. This committee, representative of professional organisations, has held meetings, first with officials of the Department, and later with officials of the Tithe Redemption Commission with whom they co-operate.

Court Papers.

Supreme Court of Judicature.

Date.	Emergency Rota.	Appeal Court No. I.	Group I. Mr. Justice Eve. Witness. Part II. Group II.	Mr. Justice Bennett. Non-Witness
	Group I. Mr.	Mr.	Mr.	Mr.
Dec. 21	Andrews	Blaker	Blaker	Hicks Beach
,, 22	Jones	More	Jones	Blaker
,, 23	Ritchie	Hicks Beach	Ritchie	More
	Mr. Justice Crossman. Witness. Part I.	Mr. Justice Clauson. Witness. Part I.	Mr. Justice Luxmoore. Non-Witness.	Mr. Justice Farwell. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
Dec. 21	*Jones	*More	Ritchie	*Andrews
,, 22	Hicks Beach	Ritchie	Andrews	More
,, 23	Andrews	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the day when the Court is not sitting.

The Christmas Vacation will commence on Thursday, the 24th day of December, 1936, and terminate on Wednesday, the 6th day of January, 1937, inclusive.

A UNIVERSAL APPEAL

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 7th January, 1937.

	Div. Months.	Middle Price 16 Dec. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115	3 9 7	2 19 10
Consols 2½%	JAJO	84½	2 19 2	—
War Loan 3½% 1952 or after	JD	106	3 6 0	3 0 5
Funding 4% Loan 1960-90	MN	116½	3 8 8	2 19 11
Funding 3% Loan 1959-69	AO	101¾	2 18 11	2 17 10
Funding 2½% Loan 1956-61	AO	92¾	2 13 11	2 18 5
Victory 4% Loan Av. life 23 years	MS	115	3 9 7	3 1 8
Conversion 5% Loan 1944-64	MN	117¼	4 5 3	2 6 1
Conversion 4½% Loan 1940-44	JJ	107⅞	4 3 6	2 15 11
Conversion 3½% Loan 1961 or after	AO	106¾	3 5 7	3 1 11
Conversion 3% Loan 1948-53	MS	103¾	2 17 10	2 12 0
Conversion 2½% Loan 1944-49	AO	101¼	2 9 4	2 6 3
Local Loans 3% Stock 1912 or after	JAJO	96¾	3 2 0	—
Bank Stock	AO	376½	3 3 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	86	3 3 11	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96½	3 2 2	—
India 4½% 1950-55	MN	114½	3 18 7	3 2 6
India 3½% 1931 or after	JAJO	98½	3 11 1	—
India 3% 1948 or after	JAJO	85¾	3 9 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114½	3 9 10	2 14 10
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 13 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109	4 2 7	2 11 2
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	94½	2 12 11	2 17 7
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 0
Australia (C'mm'nw'th) 3% 1955-58	AO	96	3 2 6	3 5 2
Canada 4% 1953-58	MS	113	3 10 10	3 0 2
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	115	3 9 7	3 3 4
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	106	3 6 0	3 0 5
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	98	3 1 3	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 13 1
Essex County 3½% 1952-72	JD	105	3 6 8	3 1 11
Leeds 3% 1927 or after	JJ	96xd	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	106	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	94	3 3 10	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100	2 10 0	—
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003	MS	98¾	3 0 9	3 0 10
Do. do. 3% "E" 1953-73	JJ	101xd	2 19 5	2 18 5
Middlesex County Council 4% 1952-72	MN	113½	3 10 6	2 18 7
† Do. do. 4½% 1950-70	MN	115½	3 17 11	3 2 4
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 1 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	113xd	3 10 10	—
Gt. Western Rly. 4½% Debenture	JJ	124½xd	3 12 3	—
Gt. Western Rly. 5% Debenture	JJ	136½xd	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	133½xd	3 14 11	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	133	3 15 2	—
Gt. Western Rly. 5% Preference	MA	125½	3 19 8	—
Southern Rly. 4% Debenture	JJ	112	3 11 5	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112	3 11 5	3 6 1
Southern Rly. 5% Guaranteed	MA	133½	3 14 11	—
Southern Rly. 5% Preference	MA	125	4 0 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

COMPANIES ACT, 1929.

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